



Agenda

Greenville City Council

December 14, 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 Daniels

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Presentation for Town Common Bulkhead Project
2. Frankie Smith - Recreation and Parks Department Retiree

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. Appointments

3. Appointments to Boards and Commissions
4. Appointment of City Council Members to Boards and Committees
5. Appointments to the Greenville ENC Alliance Board
6. Appointments to the Mid-East Commission

IX. Consent Agenda

7. Resolution and Deed of Release to abandon a 10 foot drainage easement located on Tax Parcels 14039 and 14040
8. Resolution Approving a Lease Agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for Space Inside the C.M. Eppes Recreation Center
9. Resolution approving a Temporary Construction Easement from Benton Management, LLC and Kenneth G. Cox to the City of Greenville for Public Works Stormwater Pipe Improvements, Phase II
10. City's Consent to Sale Hampton Inn (Supporting Convention Center)
11. Resolution Declaring 8 Vehicles and Equipment as Surplus and Authorization to Purchase 8 Replacement Vehicles and Equipment for Various City Departments
12. Various tax refunds greater than \$100

X. New Business

Public Hearings

13. Ordinance to annex Camelot Subdivision, Section 3, Block C, Lot 27 property involving 0.4229 acres located along the northern right-of-way of Lancelot Drive and 100+/- feet east of the eastern right-of-way of Guinevere Lane
14. Ordinance requested by Bells Fork Partners, LLC to rezone 0.59 acres located along the southern right-of-way of East Fire Tower Road and 75+/- feet south of Farrington Drive from RA20 (Residential-Agricultural) to CG (General Commercial)
15. Second reading of ordinances, requested by the Neighborhood and Business Services and Planning and Development Services Departments, to repeal and replace, as amended, Title 9, Chapter 1: *Inspections and Code Enforcement* and Title 12, Chapter 3: *Weeds*,

Vegetation and Other Public Health Nuisances.

16. Resolution for a Job Creation Economic Development Incentive and Grant Agreement for Project Gen
17. First Public Hearing for the 2024-2025 Annual Action Plan for CDBG and HOME Funds

Other Items of Business

18. Public Art Presentation for Public Art on Public Property - DownEast Sculpture Exhibition on City Property
19. Amendments to the existing Down Payment Assistance, Owner-Occupied Rehabilitation, and Tenant-Based Rental Assistance Programs
20. Award of Construction Contract for the Dream Park Community Building
21. Award of Construction Contract for Guy Smith Stadium Improvements
22. Budget Ordinance Amendment #5 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003)

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Affordable Housing Loan Committee, Board of Adjustment, Firefighter's Relief Fund Committee, Human Relations Council, Police Community Relations Committee, Sheppard Memorial Library Board, and the Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commissions which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council:

- Heena Shah, Human Relations Council
- Laquon Rogers, Human Relations Council
- Susan Camus, Human Relations Council
- Mark Rasdorf, Human Relations Council
- 13 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Affordable Housing Loan Committee, Board of Adjustment, Firefighter's Relief Fund Committee, Human Relations Council, Police Community Relations Committee, Sheppard Memorial Library Board, and the Youth Council.

ATTACHMENTS

[December 2023 Boards and Commissions List.DOCX](#)

Appointments to Boards and Commissions

December 2023

Affordable Housing Loan Committee

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Victor Ihuka	3	First term	Resigned	February 2026

Board of Adjustment

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Tonya Foreman (District 2)	2	First term	Resigned	June 2025

Firefighter's Relief Fund Committee

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Will Franklin		First term	Eligible	January 2023

Human Relations Council

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Heena Shah	1	Filling unexpired term	Eligible	September 2022
Laquon Rogers	County	First Term	Resigned	September 2024
Susan Camus	4	First Term	Resigned	September 2024
Mark Rasdorf	4	First Term	Resigned	September 2025

Samar Badwan	4	Second Term	Ineligible	September 2023
Lomax Mizzelle	4	Second Term	Ineligible	September 2023
PCC Student		First Term		September 2024

Police Community Relations Committee

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Carol Naipaul <i>(District 2)</i>	2	First term	Eligible	October 2024

Shepard Memorial Library Board

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Ray Spears	3	Second term	Ineligible	October 2023

Youth Council

Council Liaison:

Name	Current Term	Reappointment Status	Expiration Date
Jamia Galloway	Second term	Ineligible	September 2022
Diego Lorenzo	Second term	Ineligible	September 2022
Olivia Thorn	First term	Ineligible	September 2022
Landon Elks	First term	Ineligible	September 2023
Shamara Hyman	First term	Ineligible	September 2023
Sadie Smith	First term	Ineligible	September 2023

(7 additional open seats)

Seats that are open to nominations from the City Council are highlighted.

Applicants for Affordable Housing Loan Committee

Sydney McLeod
22 Upton Ct
Greenville, NC 27858
District #: 4

Application 10/15/2022

Home Phone: (910) 635-8702
Business Phone:
Email: sydneyhmcLeod@gmail.com

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023

Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Naz M Staton
1206 Cotanche St Apt 3
Greenville, NC 27858
District #: 1

Application 10/03/2023

Home Phone: (252) 658-5738
Business Phone:
Email: statonn18@outlook.com

Applicants for Board of Adjustment

None.

Applicants for Environmental Advisory Commission

Chris Davis
1710 Sassafras Ct
Greenville, NC 27858
District #: 4

Application 10/20/2022
Home Phone: (336) 420-2435
Business Phone: (252) 355-7006
Email: cndavis320@yahoo.com

Tim Ferruzzi
305 Wesley Rd
Greenville, NC 27858
District #: 5

Application 1/16/2023
Home Phone:
Business Phone:
Email: theferruzzi@gmail.com

Applicants for Greenville Utilities Commission

John Minges
3304 Grey Fox Train
Greenville 27858
john@minges.com

Donald (Van) V Smith, Jr.
720 Chesapeake Place
Greenville, NC 27858
dvsmith@ecuhealth.org

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoobox13@gmail.com

Applicants for Historic Preservation Commission

David J Thompson
404 Deck St Unit A
Greenville, NC 27834
District #: 1

Application 11/03/2023
Home Phone: (919) 428-7081
Business Phone:
Email: davidt4564@gmail.com

Applicants for Housing Authority

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoibox13@gmail.com

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023
Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Naz M Staton
1206 Cotanche St Apt 3
Greenville, NC 27858
District #: 1

Application 10/03/2023
Home Phone: (252) 658-5738
Business Phone:
Email: statonn18@outlook.com

Applicants for Human Relations Council

David J Thompson
404 Deck St Unit A
Greenville, NC 27834
District #: 1

Application 11/03/2023
Home Phone: (919) 428-7081
Business Phone:
Email: davidt4564@gmail.com

John M Porter-acee
413 Kempton Dr
Greenville, NC 27834
District #: 5

Application 11/20/2023
Home Phone: (703) 201-4524
Business Phone:
Email: johnpa@st-tim.org

Applicants for Multimodal Transportation Commission

None.

Applicants for Pitt-Greenville Airport Authority

Chris Davis
1710 Sassafras Ct
Greenville, NC 27858
District #: 4

Application 10/20/2022
Home Phone: (336) 420-2435
Business Phone: (252) 355-7006
Email: cndavis320@yahoo.com

David Horn
912 Megan Drive
Greenville 27834
horn@encalliance.com

John Minges
3304 Grey Fox Train
Greenville 27858
john@minges.com

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoxbox13@gmail.com

Applicants for
Pitt-Greenville Convention & Visitors Authority

None.

Applicants for Planning & Zoning Commission

Sebastian Krassley
1901 E. 6th St
Greenville, NC 27858
District #: 3

Application 06/10/2022
Home Phone: (856) 495-1039
Business Phone:
Email: skrassley98@yahoo.com

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023
Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Applicants for Police Community Relations Committee

Demond Hairston
1208 Wyngate Dr
Greenville, NC 27834
District #: 1

Application 09/14/2023
Home Phone: (252) 493-1033
Business Phone:
Email: pastordahairston@gmail.com

Applicants for Recreation and Parks Commission

David J Thompson
404 Deck St Unit A
Greenville, NC 27834
District #: 1

Application 11/03/2023
Home Phone: (919) 428-7081
Business Phone:
Email: davidt4564@gmail.com

Applicants for Shepard Memorial Library Board

James Cox
2009 S Elm St
Greenville, NC 27858
Jcoxbox13@gmail.com

Riddick S. Smiley
102 Christenbury Drive
Greenville, NC 27858
District #: 4

Application 11/28/2023
Home Phone: (252) 327-2308
Business Phone:
Email: ricksmiley@mac.com

Applicants for Youth Council

Jack Chen
1109 Compton road
Greenville, NC 27858
District #: 4

Application 11/14/2023
Home Phone: (252) 621-4649
Business Phone: (252) 916-5757
Email: dogepaul35@gmail.com



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Appointment of City Council Members to Boards and Committees

Explanation: Appointments are needed for the following committees:

- Audit & Investment Committee - On October 14, 2020, the City Council consolidated the Investment Advisory Committee, OPEB Committee, and Audit Committee into one committee, the Audit & Investment Committee. The Audit & Investment Committee reviews all aspects of the independent audit process, evaluates investment strategies and options in line with the investment guidelines per the City's policy, and receives updates and reports on Other Post-Employment Benefits (OPEB). Three appointments need to be made by a vote of the City Council.
- Joint Pay & Benefits Committee - On September 8, 1992, a committee was established by the City Council and Greenville Utilities Commission (GUC) to jointly study the pay plans of the City and GUC. The Joint Pay & Benefits Committee consists of two City Council Members and two GUC Commissioners. Two appointments by vote of the City Council need to be made.
- Taxicab Appeal Board - Section 11-1-67 of the City Code of Ordinances establishes a Taxicab Appeal Board. Membership is composed of the City Manager or a designee, a member of the Greenville Taxicab Association, and a designated member of the City Council. The purpose of this board is to hear appeals of the Chief of Police to deny the issuance of or to revoke a taxi driver's permit. One appointment by vote of the City Council needs to be made.

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Audit & Investment Committee, Joint Pay & Benefits Committee, and the Taxicab Appeal Board.



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Appointments to the Greenville ENC Alliance Board

Explanation: In July 2019, the City of Greenville became a sustaining member of the Greenville Eastern North Carolina (ENC) Alliance ("Alliance") a nonprofit corporation focused on economic development in Pitt County. As a sustaining member, the City Council makes three appointments to the Greenville ENC Alliance Board of Directors, and appoint one Council member to serve as a liaison between the Alliance and the Council. Such liaison is not a member of the Alliance's Board of Directors, and is non-voting. Members are appointed annually in June and are eligible for reappointment. One appointment of a City Council Liaison needs to be made by a vote of the City Council.

Fiscal Note: No direct fiscal impacts.

Recommendation: Appoint one member of the City Council to serve as a non-voting liaison to the Alliance.



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Appointments to the Mid-East Commission

Explanation: In accordance with the Mid-East Commission's bylaws, the City Council has a regular member and an alternate member on the Mid-East Commission. The members are appointed to serve a term of two calendar years.

Historically, the Planning & Development Services Director serves as the regular member, and a staff member from the Planning & Development Services Department is appointed as the alternate. Appointments are needed for both the regular and alternate seats on the Mid-East Commission.

Staff recommends that Planning & Development Services Director Les Everett be appointed to serve as the regular member, and Planner Chris Kelly be appointed to serve as the alternate member for a full term that will commence January 2024 and end December 2025.

Fiscal Note: No direct fiscal impact.

Recommendation: Appoint Interim Planning & Development Services Director Les Everett to serve as the regular member and Planner Chris Kelly as the alternate member on the Mid-East Commission to finish the current term that will expire on December 31, 2023.



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Resolution and Deed of Release to abandon a 10 foot drainage easement located on Tax Parcels 14039 and 14040

Explanation: The City has received a request from Blount Brothers, LLC, to abandon a 10 foot wide drainage easement running along the common line between Lot 18 (parcel number 14039) and Lot 19 (parcel number 14040), in Block "H", shown on the final plat of Club Pines Subdivision, Section 1, recorded in Map Book 14, at Page 101, Pitt County Registry.

Attached for City Council's consideration is a resolution to abandon the drainage easement and authorize the execution of the Deed of Release for the same in favor of the Blount Brothers, LLC.

Fiscal Note: No fiscal impact is anticipated with this action.

Recommendation: Approve the attached resolution and authorize the execution of the Deed of Release.

ATTACHMENTS

- [Club Pines Resolution.pdf](#)
- [Club Pines Easement.pdf](#)
- [Club Pines Sect 1.pdf](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GREENVILLE, NORTH CAROLINA
ABANDONING A DRAINAGE EASEMENT AND AUTHORIZING
EXECUTION OF DEED OF RELEASE

WHEREAS, a 10 foot wide drainage easement runs along the common line between Lot 18 (parcel number 14039) and Lot 19 (parcel number 14040), in Block "H", shown on the final plat of Club Pines Subdivision, Section 1, recorded in Map Book 14, at Page 101, Pitt County Registry, which is made a part hereof, was heretofore conveyed for the use and benefit of the City of Greenville, North Carolina, by dedication offered on said final plat dated September 5, 1963; and

WHEREAS, the eastern 50 feet of Lot 18 was conveyed by deed recorded in Book P-45, Page 362, dated April 14, 1977, leaving a remainder of 40 feet, making lot 18 an unbuildable lot; and

WHEREAS, the Blount Brothers, LLC, are the current owners of the remainder of Lot 18 and all of Lot 19 and propose to recombine the lots to make two buildable lots; and

WHEREAS, the proposed recombination would locate structures over the existing drainage easement, and

WHEREAS, the City of Greenville has not installed any drainage facilities in said 10 foot easement and has no future use or need for such easement along the line between Lots 18 and 19; and

WHEREAS, the Blount Brothers, LLC, the current owners of the real property encumbered by such drainage easement, have requested the City of Greenville, North Carolina to abandon and release such easement; and

WHEREAS, the City of Greenville Engineering Department has requested the City Council to authorize and direct the appropriate City Officials to execute and to deliver to the owners of such real property an instrument, suitable for recordation, that releases any interest which the City, its agencies or assigns might have in and to said easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, during its regularly scheduled meeting on the 14th day of December, 2023, as follows:

1. That the City of Greenville has no future need or desire to use that certain 10 foot wide storm drainage easement between Lots 18 and 19, Block "H", shown on the final plat of Club Pines Subdivision, Section 1, recorded in Map Book 14, at Page 101, Pitt County Registry.
2. That the appropriate City officials be and are hereby empowered to make, execute, and deliver to Blount Brothers, LLC, as the owners of the real property encumbered by said easement as instrument in a form suitable for recordation, releasing whatever interest the City of Greenville might have in and to said easement.

ADOPTED this the 14th day of December, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Release of Drainage Easement
Club Pines Drive
Parcel number 14039 and 14040

Prepared by: City of Greenville
File: City of Greenville
PO Box 7207
Greenville, NC 27835

THIS DEED OF RELEASE, made and entered into this the 14th day of December, 2023, by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first Part and hereinafter sometimes referred to as the **CITY**, and **BLOUNT BROTHERS, LLC**, a limited liability company created under the laws of the State of North Carolina and authorized to do business in the State of North Carolina, with registered mailing address, 2045 D Eastgate Drive, Greenville, NC 27858, the party of the second party and hereinafter sometimes referred to as the **GRANTEE**.

W I T N E S S E T H

THAT WHEREAS, the CITY acquired an easement and right of way for the construction, operation, and maintenance of a ten (10) foot public drainage easement astride the common lot line between Lot 18 (parcel number 14039) and Lot 19 (parcel number 14040), in Block "H", shown on the final plat of Club Pines Subdivision, Section 1, recorded in Map Book 14, at Page 101, Pitt County Registry, which is made a part hereof, was heretofore conveyed for the use and benefit of the City of Greenville, North Carolina, by dedication offered on said final plat dated September 5, 1963.

WHEREAS, the GRANTEE, acquired the underlying fee interest in such property subject to the above described easement by deed recorded in Deed Book 4366, Page 384, recorded in the Pitt County Public Registry; and

WHEREAS, the eastern 50 feet of Lot 18 was conveyed by deed recorded in Book P-45, Page 362, dated April 14, 1977, leaving a remainder of 40 feet, making lot 18 an unbuildable lot; and

WHEREAS, the Blount Brothers, LLC, are the current owners of the remainder of Lot 18 and all of Lot 19, propose to recombine the lots to make two buildable lots; and

WHEREAS, the proposed recombination would locate structures over the existing drainage easement, and

WHEREAS, the City of Greenville has not installed any drainage facilities in said 10 foot easement and has no future use or need for such easement along the line between Lots 18 and 19; and

WHEREAS, the Blount Brothers, LLC, the current owners of the real property encumbered by such drainage easement, have requested the City of Greenville, North Carolina to abandon and release such easement; and

WHEREAS, the CITY has no interest to continue to maintain a public drainage easement described easement and right of way situated over and upon the property of the GRANTEE; and

WHEREAS, the City Council of the City of Greenville, at its December 14, 2023 meeting, duly adopted a Resolution authorizing the Mayor to execute all required instruments releasing whatever interest the City of Greenville might have in and to said drainage easement; and

NOW, THEREFORE, for good and valuable consideration paid by the GRANTEE to the CITY, the sufficiency and receipt of which is hereby acknowledged, the CITY does hereby remise, release, discharge, and forever quitclaim unto the GRANTEE, as the current owner of the subject property, their successors and assigns, all the CITY's rights, title, and interest to construct, operate, and maintain a public drainage facility in said.

IN TESTIMONY WHEREOF, by Resolution duly entered made by the City Council of the City of Greenville, as caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all, on the day and year first above written.

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

State of North Carolina

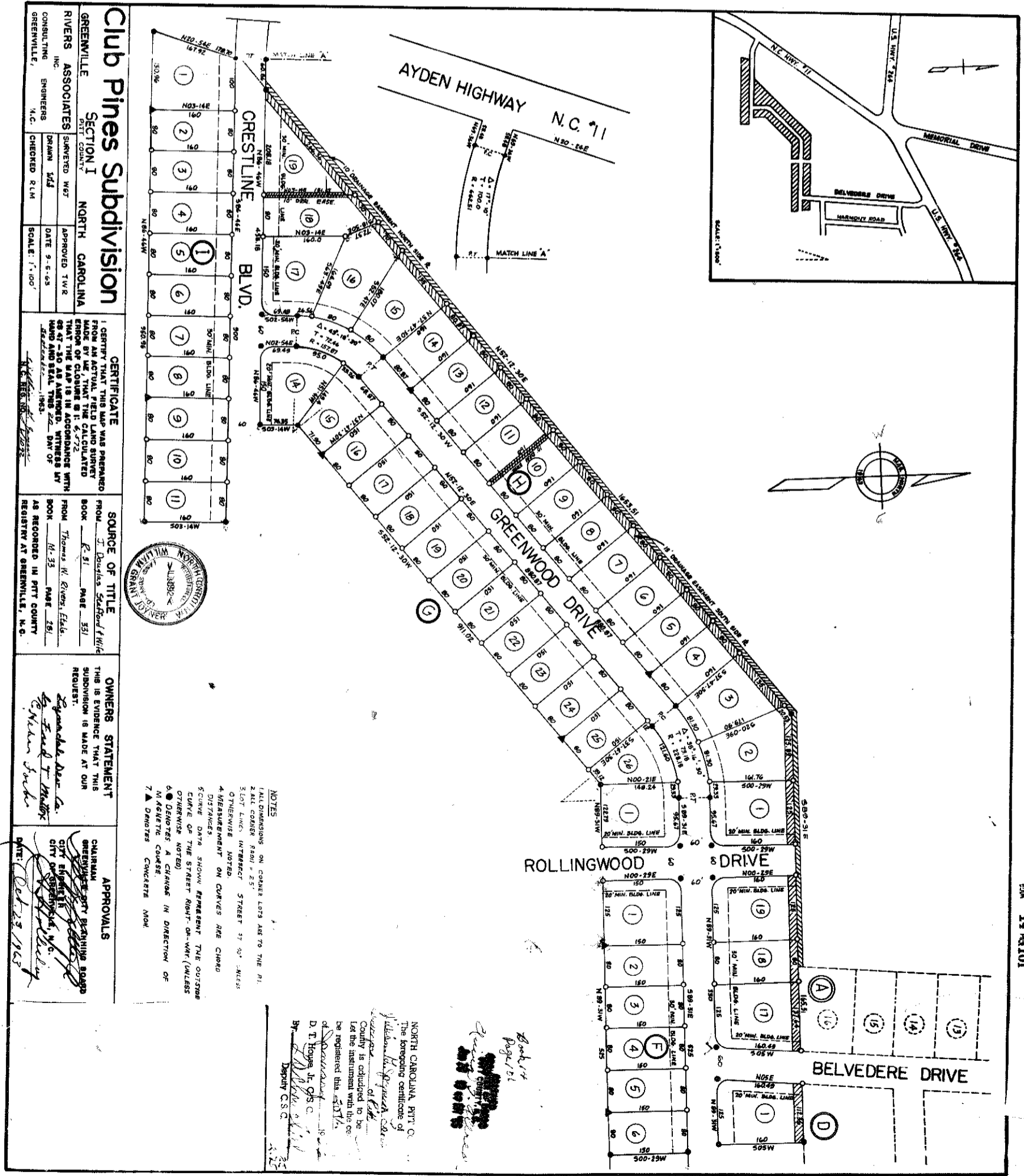
County of Pitt

I, _____, Notary Public of Pitt County, North Carolina, do hereby certify that Valerie Shiuwegar, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by P.J. Connelly, Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the 14th day of December, 2023.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____



Club Pines Subdivision
SECTION I
NORTH CAROLINA

RIVERS ASSOCIATES, INC. ENGINEERS
 GREENVILLE, N.C.

DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 9-6-63
 SCALE: 1"=100'

CERTIFICATE
 I CERTIFY THAT THIS MAP WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY ME THAT THE CALCULATED AREA OF THIS MAP IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE AND AS REQUIRED BY THE ACTS OF THE LEGISLATURE IN 1953.

[Signature]
 DATE: 9-6-63

SOURCE OF TITLE
 FROM: T. D. [Signature] Subdiv. 141/6
 BOOK: E-51 PAGE: 53

FROM: Thomas W. Rivers, Esq.
 BOOK: N-35 PAGE: 76

AS REQUIRED IN PART COUNTY REQUEST AT GREENVILLE, N.C.

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT OUR REQUEST.

[Signature]
 [Signature]

APPROVALS

CHAIRMAN
 GREENVILLE CITY PLANNING BOARD
 [Signature]
 DATE: 9-13-63

NOTES

1. ALL DIMENSIONS ON CORNER LOTS ARE TO THE P.I.
2. ALL CORNERS FROM 2.5'.
3. LOT LINES INTERSECT STREET 37' 0" WIDE.
4. OTHERWISE NOTED.
5. MEASUREMENT ON CURVES ARE CHORD DISTANCES.
6. CURVE DATA SHOWN REPRESENT THE OUTSIDE CURVE OF THE STREET RIGHT-OF-WAY (UNLESS OTHERWISE NOTED).
7. DENOTES A CHANGE IN DIRECTION OF MEASURED COURSE.
8. DENOTES CONCRETE AND.

NORTH CAROLINA, PRT. C.
 The foregoing certificate of [Signature] of [Signature] County is obligated to be let the instrument with the one be registered this 20th day of [Signature] 1963.

D. T. Hoyle, Jr., C.S.C.
 Deputy C.S.C.

BOOK 14 PAGE 101



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Resolution Approving a Lease Agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for Space Inside the C.M. Eppes Recreation Center

Explanation: The Greenville Industrial-Eppes High School Alumni Heritage Society has been utilizing a portion of the Eppes Recreation Center (that was a part of the original high school) as the C.M. Eppes Cultural and Heritage Center. The Alumni Society has requested the City extend their existing lease, which is scheduled to expire on January 31, 2024.

Thomas Foreman Park, location of the C.M. Eppes Recreation Center, was the home of the C.M. Eppes Greenville Industrial-Eppes High School until the late 1960s. The high school, built in 1903, was named after C.M. Eppes shortly after his death in 1942 in honor of his legacy. The Eppes Alumni Heritage Society is still a vibrant and interactive group, which includes numerous Greenville residents.

The C.M. Eppes Cultural and Heritage Center includes three rooms located within the recreation center and is frequently used by members of the Alumni Society for various events. The Cultural and Heritage Center is dedicated to preserving the history of the high school and consists of various pictures and school memorabilia. Each July the center hosts the annual homecoming event, which attracts many local alumni as well as many out-of-town Eppes graduates.

Attached is the resolution approving the lease agreement (also attached) with the Greenville Industrial-Eppes High School Alumni Society.

Fiscal Note: An annual lease payment of one dollar (\$1.00) paid to the City of Greenville

Recommendation: Approve the attached resolution approving the lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center

ATTACHMENTS

- [Resolution - Greenville Industrial - Eppes Alumni Society.pdf](#)
- [Lease Agreement - Greenville Industrial-Eppes High School Alumni Heritage Society.pdf](#)

RESOLUTION NO. ____-23

RESOLUTION APPROVING LEASE AGREEMENT WITH
GREENVILLE INDUSTRIAL-EPPES HIGH SCHOOL ALUMNI HERITAGE SOCIETY

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the three (3) year term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center, consisting of three rooms, for a term of three (3) years commencing on February 1, 2024 and terminating on January 31, 2027, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said Lease Agreement.

This the _____ day of December, 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of January, 2024, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Greenville Industrial-Eppes High School Alumni Heritage Society, a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the C.M. Eppes Recreation Center consisting of three rooms as delineated on the attached map, labeled as Exhibit A, and herein incorporated by reference.

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

1. Term.

The term of this Lease Agreement is for three (3) years, commencing on the 1st day of February, 2024, and expiring on the 31st day of January, 2027.

2. Rent.

The annual rent shall be ONE DOLLAR (\$1.00) and shall be paid by the first day of February of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

The leased premises shall be used by LESSEE as a location to display, honor, and celebrate the history associated with the original use of the Eppes Recreation Center as an educational facility and the faculty and students associated with the educational facility. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for all costs associated with conducting its activities. LESSEE shall not use the leased premises between the hours of 11 p.m. and 7 a.m.

4. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. The LESSEE shall keep a daily log of the activities conducted on the leased premises. Within ten (10) days of a written notice from the LESSOR to the LESSEE requesting a copy of the daily log and a written summary of the activities, the LESSEE shall provide the LESSOR a copy of the daily log with a written summary of the activities conducted on the leased premises since the commencement of the term of this Lease Agreement.

5. Signage.

LESSEE may install identifying signage on the exterior and hallway doors of the leased premises with the approval by the LESSOR of the size, location, and installation method.

6. Repairs and Maintenance.

LESSEE agrees to accept the leased premises in its current condition. LESSEE shall be responsible, at its expense, for all maintenance and repairs, both major and minor, to the leased premises except that the LESSOR shall be responsible for the maintenance and repair of the roof and the exterior walls of the leased premises. The LESSEE shall at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant, and sanitary condition at all times.

7. Alterations and Improvements.

No alterations or improvements shall be made to the leased premises without the prior written consent of the LESSOR.

8. Utilities.

LESSOR shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible for the telephone charges and all other charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

9. Insurance.

The LESSEE will at all times during the term of this LEASE, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

10. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than 50% of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

11. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

12. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring on or within the demised premises.

13. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

14. Default.

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

15. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the leased property or upon the right, title, or interest of the LESSEE created by this Lease 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 LESSEE and in any event the LESSEE will protect, indemnify, and save harmless the LESSOR from and in respect of any and all such claims.

16. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

17. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement, may peacefully and quietly have, hold, and enjoy the said leased premises on all the terms of this Lease Agreement.

18. 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 Eastern District of North Carolina.

19. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently if mailed by first class mail to the City Manager, for notices to the LESSOR, or to the President, for notices to the LESSEE, at the addresses set forth below.

LESSOR:

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

LESSEE:

President
Greenville Industrial- Eppes High School
Alumni Heritage Society
P.O. Box 93
Greenville, NC 27835

20. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

21. Entire Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

Signatures on Next Page

CITY OF GREENVILLE

GREENVILLE INDUSTRIAL-
EPPES HIGH SCHOOL
ALUMNI HERITAGE SOCIETY

BY: _____
Michael Cowin, City Manager

BY: _____
, President

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.

Jacob Joyner, Director of Financial Services

Date: _____

Account Number 010-01-40-50-000-000-471205-

Project Code (if applicable) _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Michael Cowin, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the _____ day of _____, 2024.

Notary Public

My Commission expires: _____.

**NORTH CAROLINA
PITT COUNTY**

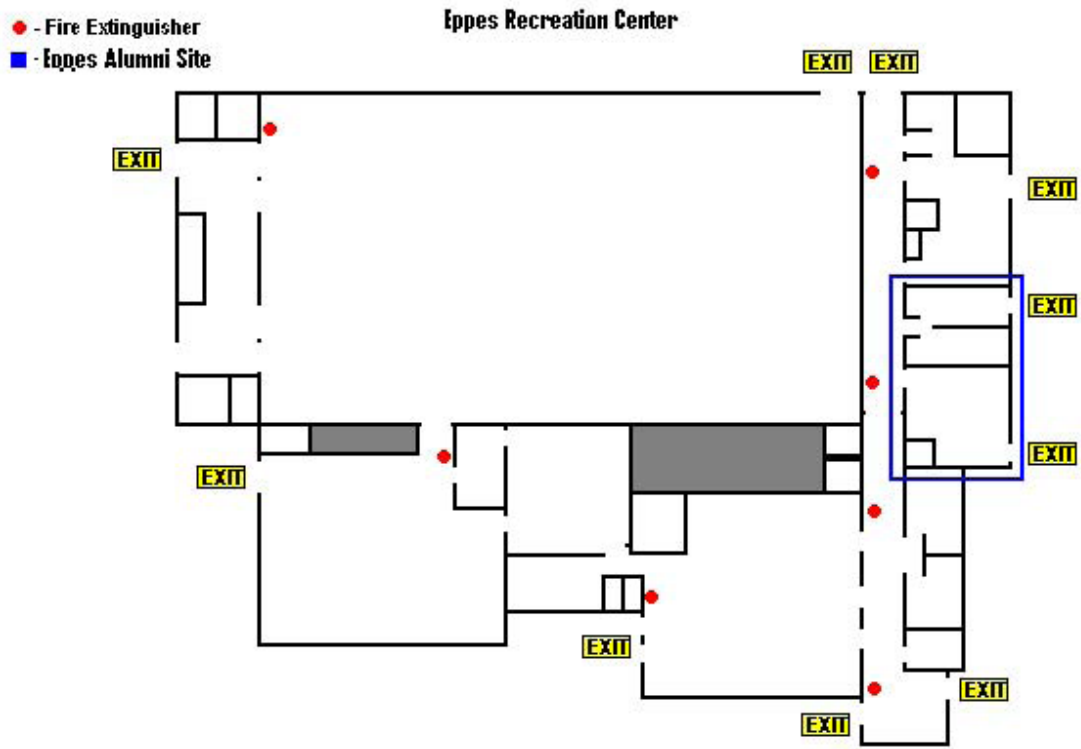
I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, President, for Greenville Industrial-Eppes High School Alumni Heritage Society, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the _____ day of _____, 2024.

Notary Public

My Commission expires: _____.

Exhibit A





City of Greenville,
North Carolina

Meeting Date: 12/14/2023

Title of Item: Resolution approving a Temporary Construction Easement from Benton Management, LLC and Kenneth G. Cox to the City of Greenville for Public Works Stormwater Pipe Improvements, Phase II

Explanation: Phase I of the Public Works Stormwater Pipe Improvement project is starting in January 2024 and is expected to be completed by March of 2025.

Phase II of the project is currently in design by W. K. Dickson and will be advertised for bid in the spring of 2024. Phase II is anticipated to begin once Phase I is completed.

A Temporary Construction Easement is required for construction access at 621 Norris Street to ensure that stormwater improvements associated with the project proceed efficiently at the Skinner Street portion of the project. The Temporary Construction Easement authorization is a prerequisite for permit approvals to complete the design of Phase II.

Fiscal Note: \$1500.00 paid from the project budget.

Recommendation: City Council approve the attached resolution for a Temporary Construction Easement (TCE) and the execution of a Temporary Construction Easement (TCE) from Benton Management, LLC and Kenneth G. Cox to the City of Greenville.

ATTACHMENTS

- [RESOLUTION - TCE - BENTON MANAGEMENT.pdf](#)
- [TEMPORARY CONSTRUCTION EASEMENT -TCE - BENTON MANAGEMENT LLC.pdf](#)

RESOLUTION NO. _____
RESOLUTION APPROVING THE GRANT OF
A TEMPORARY CONSTRUCTION EASEMENT FROM
BENTON MANAGEMENT, LLC AND KENNETH G. COX
TO THE CITY OF GREENVILLE FOR
PUBLIC WORKS STORMWATER PIPE IMPROVEMENTS

WHEREAS, Benton Management, LLC and Kenneth G. Cox are the owners of the property, for the use and benefit of the City of Greenville, Public Works Department, located at 621 Norris Street and described in the Deeds recorded in Book 415, Page 379 and in Book 1530, Page 476, Pitt County Register of Deeds;

WHEREAS, the City of Greenville, Public Works Department, has requested a temporary construction easement in connection with the Stormwater Pipe Improvements at 621 Norris Street;

WHEREAS, on November 17, 2023, Benton Management, LLC and Kenneth G. Cox approved the grant of the temporary construction easement and recommend to City Council that it also approve the grant; and

WHEREAS, this easement shall be governed by and construed in accordance with the laws of the State of North Carolina;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the grant of a temporary construction easement to the City of Greenville, Public Works Department from Benton Management, LLC and Kenneth G. Cox for payment of the sum of \$1,500.00 upon the property they own, for the use and benefit of the City of Greenville, Public Works Department, as described in the Deeds recorded in Book 415, Page 379 and Book 1530, Page 476, Pitt County Registry, said easement being requested to facilitate the Public Works Stormwater Pipe Improvements.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk are hereby authorized to execute said temporary construction easement for and on half of the City of Greenville.

Adopted on this the ____ day of December, 2023.

ATTEST:

P.J. Connelly, Mayor

Valerie Shiuwegar, City Clerk

This instrument prepared by: Emanuel McGirt, City Attorney, City of Greenville
Return to: City of Greenville, P.O. Box 7207, Greenville, NC 27835

**NORTH CAROLINA
PITT COUNTY**

**TEMPORARY CONSTRUCTION
EASEMENT**

THIS DEED OF EASEMENT, made this the 17 day of November, 2023,
by and between Benton Management, LLC, a North Carolina limited liability company and Kenneth G. Cox, 102 Longmeadow Road, Greenville, NC 27858, hereinafter referred to as the GRANTOR, and the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, hereinafter referred to as the CITY;

WITNESSETH:

WHEREAS, the CITY has undertaken the Public Works Storm Water Pipe Improvements Project ("Project") on property of the Public Works Department located at 1500 Beatty Street, Greenville, NC 27834;

WHEREAS, the GRANTOR is the owner of certain land located in Pitt County, North Carolina, identified as 621 Norris Street, Greenville, NC 27834, Parcel No. 2034 ("Property");

WHEREAS, in order to perform work on the Project, it is necessary for the CITY to acquire for its use a temporary construction easement providing access in, on, under, through and across the Property; and

WHEREAS, in furtherance of the Project, the GRANTOR, has agreed to grant the CITY such temporary construction easement according to the terms set forth below, in, on, under, through and across the Property as hereinafter described.

NOW THEREFORE, for and in consideration of the foregoing promises, the mutual agreement of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.
2. **Grant and Use of Easement.** GRANTOR does hereby give, grant, and convey unto the

CITY, its successors and assigns, a non-exclusive temporary construction easement for the purposes of constructing, installing, and inspecting storm drainage ditches, pipes and drainage structures, removal of trees and other vegetation and storage of vehicles, materials and supplies in accordance with the plans and specifications for the Project (as hereinafter defined), subject to the terms and provisions hereinafter set forth, in, on, under, through and across certain land hereinafter described, said temporary construction easement area reflected in Exhibit A and being described as follows:

Being a temporary construction easement over and upon a portion of the property conveyed to the Grantor by deeds recorded in Book 415, Page 379 and Book 1530, Page 476, in the Pitt County Registry, with said temporary construction easement having an area of 655 square feet as shown on the attached map titled "City of Greenville Across the Property of Kenneth G. Cox, Benton Management LLC," Project G23004, as prepared by Stewart Engineering, Firm License No. C-1051, dated 09/18/2023, last revised 10/03/2023, and signed by Jordan M. Schoff, PLS, on 10/03/2023 which reference is made for a more accurate and complete description.

3. Termination/Expiration of Easement. This temporary construction easement shall begin with the start of Project construction and shall terminate upon the first to occur of: (a) thirty (30) days after final completion of the Project; or (b) two years, unless extended by GRANTOR and CITY herein in writing. It further being agreed by the GRANTOR and the CITY that the temporary construction easement shall on said expiration date automatically terminate and no written release hereof by the CITY shall be required or necessary.

4. The GRANTEE covenants and agrees that it will, upon completion of the Project contemplated herein on, over, under and across the temporary construction easement granted herein, promptly return the property to reasonably the same condition in which it was prior to the Project, excluding the replacement of trees and other vegetation on and over the easement area. GRANTEE will assure that its utility contractor performs customary restoration of the Project area by landscaping as required in its contract.

5. The temporary construction easement herein described shall be kept by GRANTOR, its heirs, administrators, executors, successors and assigns, in such condition, at all times that the same is in effect, that the GRANTEE, by and through its proper officers, agents, representatives or employees, can enter upon the same without hindrance or obstruction.

6. Entire Agreement. This grant of a temporary construction easement contains the entire agreement and understanding between the GRANTOR and the GRANTEE; there are no oral understandings, terms, or conditions, and neither the GRANTOR nor the GRANTEE has relied upon any representation, express or implied, not contained herein.

7. Notice. Any notice required to be given shall be provided in writing, via U.S. Certified Mail (return receipt requested), addressed as follows:

TO GRANTOR

Kenneth Cox; Benton Management, LLC
102 Longmeadow Road
Greenville, NC 27858

TO CITY

Public Works Department
1500 Beatty Street
Greenville, NC 27834
Attn: Kevin Mulligan, P.E., Director

Notices shall be deemed delivered on the date sent if sent to the address as set forth herein. Any party may notify the other parties of a change in address, which will only be effective by written notice.

8. Governing Law. This easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

9. The Property herein described does not include the primary residence of the GRANTOR.

10. GRANTOR acknowledges that the CITY is acting in reliance on GRANTOR'S authority to convey this temporary construction easement and the terms, conditions, obligations and restrictions imposed herein in its authorization to seek issuance of any permits or development approvals associated with any construction of improvements on the Property and that the CITY may suffer irreparable harm from the violation of the terms, conditions, obligations and restrictions established herein.

11. The easement rights and privileges granted herein are non-exclusive, but GRANTOR covenants that GRANTOR will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with CITY'S rights granted herein and provided that all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

12. This conveyance is further expressly made subject to all restrictions, easements, rights of way, encumbrances and reservations affecting the temporary construction easement area and appearing of record in the Pitt County Registry to the extent the same are validly existing and enforceable against the temporary construction easement area.

13. The singular shall include the plural and reference to gender shall include masculine, feminine, and neuter.

14. This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

TO HAVE AND TO HOLD said temporary construction easement during the period set forth herein for the purposes set forth herein, subject to the terms and provisions hereinabove set forth, unto the CITY, its successors and assigns, and the GRANTOR, for the GRANTOR, the GRANTOR'S, successors, executors, and assigns, hereby warrants and covenants that the GRANTOR is the sole owner of the property; that the GRANTOR solely has the right to grant the said temporary construction easement; and that the GRANTOR will warrant and defend title to the same against the lawful claims of all persons whomsoever, by, through or under GRANTOR, but not otherwise.

[SIGNATURE ON FOLLOW PAGE]

IN WITNESS WHEREOF, the GRANTOR hereunto has set his hand and seal the day and year first above written.

BENTON MANAGEMENT, LLC

BY: *Ilene Cox* (SEAL)

Printed Name: Ilene Cox

Title: PRESIDENT

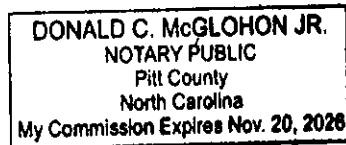
STATE OF NORTH CAROLINA

COUNTY OF PITT

I, Donald C. McGlohon Jr., Notary Public in and for the aforesaid County and State, do hereby certify that Ilene Cox, Manager of Benton Management, LLC, a limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the 17 day of November, 2023.

DMJ
Notary Public



My commission expires: _____

KENNETH G. COX

BY: Kenneth G. Cox (SEAL)

Printed Name Kenneth G. Cox

Title: Owner

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, Donald C McGlohon Jr., Notary Public in and for the aforesaid County and State, do hereby certify that Kenneth G. Cox personally appeared before me on this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the 17 day of November, 2023.

DONALD C. MCGLOHON JR.
NOTARY PUBLIC
Pitt County
North Carolina
My Commission Expires Nov. 20, 2026

[Signature]
Notary Public

My commission expires: _____

CITY OF GREENVILLE

By: _____
P.J. Connelly
Mayor

ATTEST:

Valerie Shiuwegar
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and official stamp or seal, this the ___ day of December, 2023.

My Commission Expires: _____, 20____ _____
Name: _____
Notary Public

[notary seal]

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.

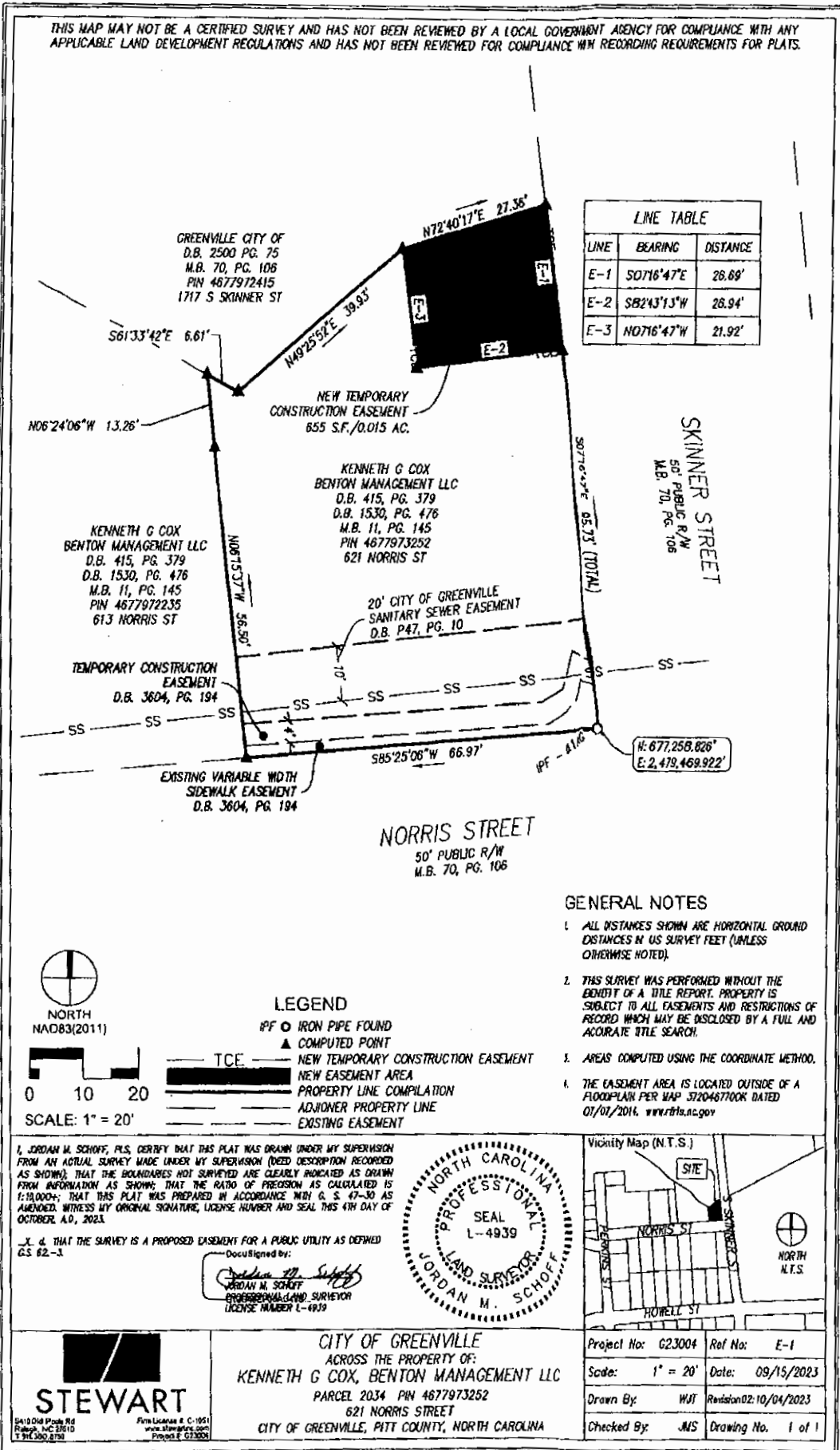
BY: _____ **DATE:** _____
Jacob Joyner, Director of Financial Services

ACCOUNT NUMBER _____

PROJECT CODE (IF APPLICABLE) _____

Exhibit A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.





City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: City's Consent to Sale Hampton Inn (Supporting Convention Center)

Explanation: Greenville Prime Investors II, LLC (hereinafter, "GPI"), the owner of the Hampton Inn Greenville located at 305 SW Greenville Boulevard, Greenville, North Carolina ("Property"), has given the City notice that GPI plans to sell the Property to Arya Greenville Hotels LLC and OHFII-Greenville, LLC, jointly, (collectively, "Opal"), both affiliates of Opal Hotels Group LLC.

The City has an interest in this sale because the City sold the land to GPI in April 2007 for the purpose of a hotel being built to support the Convention Center pursuant to a Purchase and Sale Agreement. In addition, GPI granted the City an option to repurchase the property or consent to a sale, if GPI elects to sell the property, pursuant to the terms of the above-referenced agreement. The following agreements: "Consent to Sale" and "Consent and Reaffirmation of Repurchase Rights and Hotel Operations Obligations" protect the City's interest in supporting the Convention Center.

The Consent to Sale provides the City reserves the right to consent to any subsequent sale of the Property and, in lieu of such consent, the right to repurchase the Property. The Consent to Sale shall be filed in the Office of the Register of Deeds of Pitt County which provide notices that GPI has obtained the City's consent to sell the Property and that the Property is subject to the terms and conditions of the Consent and Reaffirmation.

The Consent and Reaffirmation of Repurchase Rights and Hotel Operations Obligations provides several conditions such as:

- a. Opal shall always operate the Hotel under and pursuant to a franchise agreement or license with the Hilton Hotels affiliate that franchises or licenses the Hampton Inn brand and shall operate a Hampton Inn at this location. Or, after a subsequent approval of the City, it may operate another national hotel chain of a similar or better quality and reputation.
- b. Opal is limited to operating a hotel on the Property.
- c. The hotel shall maintain a minimum of 100 rooms with beds and be operated in a first-class manner, which complements, supports, enhances, and benefits the Convention Center.

- d. So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, Opal shall make no material alterations, additions, or improvements in or to the hotel without the prior written approval of the City.
- e. The Consent and Reaffirmation shall be filed in the Office of the Register of Deeds of Pitt County which provides notice that the Property is subject to the conditions, requirements, and restrictions as contained in the Reaffirmation.

Fiscal Note:

The City's Consent to the Sale of the Hampton Inn has no direct financial impact on the City. The City is not the purchaser of the Hampton Inn.

Recommendation:

City Council approve the attached agreements: (i) Consent to Sale and (ii) Consent and Reaffirmation of Repurchase Rights and Hotel Operations Obligations. In addition, authorize the City Manager or City Attorney to make any non-substantive or clerical revisions to the Agreements.

ATTACHMENTS

- [Consent_to_Sale_-_Greenville_Prime_II.pdf](#)
- [City of Greenville - Consent and Reaffirmation of Repurchase Rights and Hotel Operations Obligations.pdf](#)

(For Recording Data)

Prepared by and return to after recording:

Steven I. Reinhard, Esq.
Reinhard Law, PLLC
5213 Deergass Court
Raleigh, North Carolina 27613

CONSENT TO SALE

This Consent to Sale (the “*Consent*”) is made and entered into as of this ____ day of December, 2023, by the **CITY OF GREENVILLE**, a North Carolina municipal corporation (“*City*”) in favor of **GREENVILLE PRIME INVESTORS II, LLC**, a North Carolina limited liability company (“*GPI*”) and **OHFII - GREENVILLE, LLC**, a North Carolina limited liability company, and **ARYA GREENVILLE HOTELS LLC**, a North Carolina limited liability company (collectively, “*Purchaser*”).

RECITALS

- A. GPI, as buyer, and the City, as seller, entered into that certain Purchase and Sale Agreement dated April 17, 2007 (the “*P&S Agreement*”), regarding the conveyance of a parcel of real property described in a deed dated April 27, 2007, by the City to GPI recorded in Book 2305, page 695, Pitt County Registry (the “*Property*”).
- B. The P&S Agreement included certain agreements and covenants between GPI and the City and certain conditions, requirements and restrictions rights and conditions in favor of the City with regard to the operation and subsequent conveyance of the Property after the initial conveyance of the Property by the City to GPI.
- C. To provide record notice of the aforesaid conditions, requirements and restrictions contained in the P&S Agreement in favor of the City, GPI executed that certain Memorandum of Option dated April 27, 2007, and recorded in Book 2305, page 698, Pitt County Registry (the “*Memorandum*”).
- D. Paragraph 34 of the P&S Agreement reserves to the City a right to consent to any subsequent sale of the Property, and, in lieu of such consent, the right to repurchase the Property.
- E. GPI has received and accepted an offer from Opal Hotels Group, LLC, a North Carolina limited liability company, to purchase the Property pursuant to that certain Purchase and Sale Agreement effective November 10, 2023, between GPI, as seller, and Opal Hotels Group, LLC, as purchaser (the “*Purchaser PSA*”), subject to the City consenting to such sale.

- F. Pursuant to the Assignment of Purchase and Sale Agreement dated December 4, 2023, Opal Hotels Group, LLC, assigned all of its right, title, and interest in and to the Purchaser PSA to Purchaser, and Purchaser assumed all of the obligations of Opal Hotels Group, LLC, pursuant to the Purchaser PSA.
- G. By letter dated November 13, 2023, GPI provided written notice to the City that GPI has determined to sell the Property pursuant to a bona fide offer represented by the Purchaser PSA.
- H. More than four years has elapsed since the issuance of a certificate of occupancy by the City for the Hampton Inn hotel operating on the Property.
- I. The City agreed to consent to the sale of the Property by GPI to Purchaser, subject to that certain Reaffirmation of Consent and Repurchase Rights by the City, with the acknowledgement and agreement of Purchaser, dated December __, 2023 (the “*Reaffirmation*”).
- J. By the action of the City Council of Greenville, and subject to the Reaffirmation, the City has decided to consent to the sale of the Property by GPI to Purchaser instead of exercising its right to repurchase the Property, as further set forth in this Consent.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 in hand paid and other good and valuable considerations paid to the City, the receipt and sufficiency of which are hereby acknowledged, the City of Greenville hereby consents to the sale of the Property by GPI to Purchaser instead of exercising its right to repurchase the Property pursuant to paragraph 34 of the P&S Agreement and as evidenced by the Memorandum; provided, however, that the Property will continue to be subject to the aforesaid consent and repurchase rights by the City in the case of future sales of the Property in accordance with the Reaffirmation.

IN WITNESS WHEREOF, the City has hereunto set its hand and seal the day and year first above written.

CITY OF GREENVILLE

By: _____
P.J. Connelly
Mayor

ATTEST:

Valerie Shiuwegar
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and official stamp or seal, this the ___ day of December, 2023.

My Commission Expires: _____, 20_____

Name: _____
Notary Public

[notary seal]

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or designee (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: _____
Jacob Joyner, Director of Financial Services

Prepared by Maynard Nexsen PC, 4141 Parklake Ave. #200, Raleigh, NC 27612.

Return to after recording: Emanuel D. McGirt, City Attorney, City of Greenville, P.O. Box 7207, Greenville, NC 27835

CONSENT AND REAFFIRMATION OF REPURCHASE RIGHTS AND HOTEL OPERATIONS OBLIGATIONS

THIS CONSENT AND REAFFIRMATION OF REPURCHASE RIGHTS AND HOTEL OPERATIONS OBLIGATIONS (this “Reaffirmation”), is made and entered into as of the ____ day of December, 2023, by and between the **CITY OF GREENVILLE**, a North Carolina municipal corporation (the “City”), and **OHFII - GREENVILLE, LLC**, a North Carolina limited liability company, and **ARYA GREENVILLE HOTELS LLC**, a North Carolina limited liability company (collectively, “Purchaser”).

WITNESSETH:

A. Greenville Prime Investors II, LLC, a North Carolina limited liability company, (“GPI”) as buyer, and the City, as seller, entered into that certain Purchase and Sale Agreement dated April 17, 2007 (the “GPI PSA”), regarding the conveyance of a parcel of real property described in a deed dated April 27, 2007, by the City to GPI recorded in Book 2305, page 695, Pitt County Registry (the “Property”) to be operated as a hotel (the “Hotel”).

B. As provided in Paragraph 34 of the GPI PSA, the City reserved the right to consent to any subsequent sale of the Property, and, in lieu of such consent, the right to repurchase the Property.

C. To provide record notice of the City’s consent and repurchase rights, GPI executed that certain Memorandum of Option dated April 27, 2007, and recorded in Book 2305, page 698, Pitt County Registry.

D. The City Council of the City of Greenville at its regular meeting on April 12, 2007 authorized this property to be sold to GPI for economic development purposes, specifically for a hotel to support the Convention Center. See Council agenda April 12, 2007, item 11, entitled, “Resolution assigning property to economic development and resolution authorizing the sale of real property for economic development.”

E. GPI has received and accepted an offer from Opal Hotels Group, LLC, a North Carolina limited liability company, to purchase the Property pursuant to that certain Purchase and Sale Agreement effective November 10, 2023, between GPI, as seller, and Opal Hotels Group, LLC, as purchaser (the “Purchaser PSA”), subject to the City consenting to such sale.

F. Pursuant to the Assignment of Purchase and Sale Agreement dated December 4, 2023, Opal Hotels Group, LLC, assigned all of its right, title, and interest in and to the Purchaser PSA to Purchaser, and Purchaser assumed all of the obligations of Opal Hotels Group, LLC, pursuant to the Purchaser PSA.

G. By letter dated November 13, 2023, GPI provided written notice to the City that GPI has determined to sell the Property pursuant to a bona fide offer represented by the Purchaser PSA.

H. The City owns adjacent property upon which a convention center operates (the “Convention Center”), and it is in the best interests of the City and Purchaser for the Hotel to be operated in a first-class manner.

I. By the action of the City Council of Greenville, the City shall consent to the sale of the Property by GPI to Purchaser, conditioned upon this Reaffirmation.

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

1. Consent and Reaffirmation of Repurchase Rights. The City hereby reaffirms its consent to the sale of the Property to Purchaser, and Purchaser acknowledges and affirms the repurchase rights and other rights reserved to the City under the GPI PSA, as referenced in the Purchaser PSA, and restated herein. The City reserves the right to record this Reaffirmation.

2. Repurchase Rights.

(a) So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, if Purchaser elects to sell the Property, the City shall have the right to repurchase the Property if the City does not consent to the sale of the Property to another purchaser.

(b) Purchaser shall give written notice to the City that it has determined to sell the Property pursuant to a bona fide offer, said notice to specify the purchaser, the purchase price and include a copy of the contract which contains said offer. Additionally, Purchaser shall provide the City with information related to the purchaser’s finances, experience, and other matters related to the purchaser’s ability to operate a hotel which are reasonably requested by the City. The City shall have a period of sixty (60) days to determine whether to consent to the sale, which consent shall not be unreasonably withheld.

(i) If the City consents to the sale to the purchaser, then Purchaser may proceed to sell the Property to the purchaser in accordance with the terms of the contract which contains the offer of the purchaser and the Property shall continue

to be subject to the right to repurchase by the City in accordance with the terms of this section. The City may condition its consent upon a reaffirmation of its consent and repurchase rights with recorded notice of such rights as provided in Section 2(e).

(ii) If the City does not consent to the sale to the purchaser, the City shall identify the reason consent was not given and shall have an additional thirty (30) days to determine whether to repurchase the Property for the purchase price and conditions of the offer. If the City determines to repurchase, then Purchaser and the City shall have an additional thirty (30) days to consummate the purchase. If the City determines to not exercise its right to repurchase, then Purchaser may proceed to solicit other offers to buy the Property from third parties, but the Property shall continue to be subject to the right to repurchase by the City in accordance with the provisions of this section.

(c) For the purpose of this section, the repurchase right of the City as provided in this section shall require Purchaser to convey to the City the fee simple title to the Property by General Warranty Deed free and clear of encumbrances except franchise agreements, easements and rights of way now of record in Pitt County, ad valorem taxes for the then current year, the payment of which shall be prorated between the parties as of the date of closing, and any encumbrances hereafter consented to in writing by Purchaser and the City.

(d) Provided, however, that the right to repurchase as provided in this section shall be subject to such rights as Purchaser's franchisor has to purchase the Property from Purchaser pursuant to its franchise agreement with Hilton Franchise Holding LLC or a successor franchisor except that no sale of the Property by Purchaser's franchisor and no transfer or assignment of the right to purchase the Property by Purchaser's franchisor shall occur without the consent of the City, which consent will not be unreasonably withheld. Whenever the City has the right to repurchase as provided in this section, Purchaser agrees to reasonably cooperate with the City to obtain permission to sell to the City from franchisor.

(e) This Reaffirmation shall be filed in the Office of the Register of Deeds of Pitt County to provide notice that the Property is subject to the conditions, requirements, and restrictions as contained herein. It shall be indexed in the name of Purchaser in the grantor index. The terms and conditions contained in this Reaffirmation shall bind and the benefits and powers shall inure to the respective successors, heirs, executors and assigns of the parties hereto.

3. Hotel Operations and Standards. Purchaser understands that the Hotel reflects upon the Convention Center as a result of its proximity to and synergy with the Convention Center. So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, Purchaser agrees to operate the Hotel or cause the Hotel to be operated according to the following standards:

(a) Purchaser is limited to operating a Hotel on the Property, and there shall be

no change in the zoning applicable to the Property which eliminates a hotel as a permitted use of the Property.

(b) Hotel shall maintain a minimum of 100 rooms with beds and be operated in a first-class manner, which complements, supports, enhances, and benefits the Convention Center.

(c) Purchaser shall, at all times during the term of this Reaffirmation, operate the Hotel under and pursuant to a franchise agreement or license with Hilton Franchise Holding LLC or a successor franchisor, and shall operate a Hampton Inn at this location, or, after a subsequent approval of the City, it may operate another national hotel chain of a similar or better quality and reputation.

(d) Purchaser shall not change the use of the Hotel unless and only to the extent necessary to comply with and conform in all respects to the terms and conditions of this Reaffirmation and its agreement with Hilton Franchise Holding LLC or a successor franchisor.

(e) Purchaser shall give the City prior written notification of any proposed voluntary or involuntary termination of its franchise agreement or license with Hilton Franchise Holding LLC or a successor franchisor. In connection with such notification, Purchaser shall provide the City with information regarding its plans regarding a replacement franchise or license and shall use its best efforts to have in place, prior to termination, a replacement franchise or license that meets the requirements of this section, which replacement franchise is approved by the City prior to the termination of the franchise it is to replace.

(f) Purchaser shall maintain all exterior landscaping and yards in a neat, presentable, and first-class manner, at a minimum of the same quality as the exterior of the Convention Center is maintained.

(g) Purchaser shall exert every reasonable effort to ensure that all food service facilities located on the Hotel Property maintain a Grade "A" rating with the State of North Carolina and shall promptly notify the City within ten (10) days of its failure to do so and the steps it is taking to remedy such shortcoming.

(h) Purchaser shall not discriminate at any time against any person or group on account of sex, age, race, color, creed, religion, handicap, national origin or ancestry in the operation of the Hotel.

4. Alterations to Hotel.

(a) So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, Purchaser shall make no material alterations, additions or improvements in or to the Hotel without the prior written approval of the City, which approval shall be granted or denied within thirty (30) days after receipt of the plans. For the purpose of this section, a "material alteration, addition or improvement" shall mean a change which results in (1) a change in the overall appearance

of the exterior of any part of the Hotel; or (2) a change in the structural integrity of any part of the Hotel.

(b) In making any repairs and maintenance to the Hotel, all work done shall be of first-class quality in both materials and workmanship. All repairs and maintenance will be made in conformity with all governmental requirements and shall be made in a timely manner, with as little disruption to ongoing activities in or around the Convention Center as is reasonably possible.

5. Damage to and Destruction of the Hotel. So long as the Convention Center is operated upon the property of the Convention Center located adjacent to the Property, if the Hotel is damaged or destroyed by fire or other casualty so extensively as to require the replacement of fifty percent (50%) (based upon then-insurable replacement value) or more of the Hotel at any time, Purchaser shall have the option, which shall be exercised within sixty (60) days after the casualty occurs by written notice to the City, either (i) to replace and restore the Hotel to the condition which existed prior to such damage or destruction, or to a better condition, and Purchaser shall have the full proceeds from the insurance thereon to pay the costs of such restoration, in which case this Reaffirmation shall continue in full force and effect, or (ii) to elect not to operate the Hotel, in which event the City shall have the right to acquire the Property for its fair market value. If Purchaser elects to replace and restore the Hotel, Purchaser shall proceed diligently with the required repairs or other corrective action and shall commence work within one hundred twenty (120) days after the casualty occurs. If the Hotel is damaged or destroyed by less than the amount referred to above at any time during the term of this Reaffirmation, Purchaser shall replace and restore the Hotel premises and use the insurance proceeds therefore.

6. Assignment by Purchaser. Except as otherwise provided in this Reaffirmation, neither Purchaser, nor any trustee in bankruptcy, nor any other person, without the prior written consent of the City, shall directly or indirectly, sell, assign, transfer, license, permit, give, grant, devise, let or dispose of all or any of its rights or interest under this Reaffirmation. Notwithstanding the foregoing, Purchaser shall have the right to assign all of its right, title and interest under this Reaffirmation to any affiliated company of Purchaser, provided that (a) the affiliated company is a single purpose entity engaged exclusively in business and financial activities related to the operation of the Hotel on the Property, (b) the affiliated company assumes all obligations under this Reaffirmation, and (c) Purchaser shall not be absolved of liability for performance of this Reaffirmation. Any other assignments shall require the City's absolute consent which consent shall be in the City's sole discretion. Written notice of any sale, assignment, or transfer shall be given to City promptly specifying the terms and conditions, the parties thereto, and the effective date.

7. Governing Law. This Reaffirmation shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to principles of conflicts of laws.

8. Counterparts. This Reaffirmation may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any counterpart delivered by facsimile, pdf, commercially available electronic signature software or other electronic means shall have the same import and

effect as original or manually signed counterparts and shall be valid, enforceable and binding for the purposes of this Reaffirmation.

[Signature pages follow.]

**Signature Page to
Consent and Reaffirmation of Repurchase Rights and Hotel Operations Obligations**

IN WITNESS WHEREOF, the parties hereto have executed this Reaffirmation as of the date written above.

CITY OF GREENVILLE

By: _____
P.J. Connelly
Mayor

ATTEST:

Valerie Shiuwegar
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and official stamp or seal, this the ___ day of December, 2023.

My Commission Expires: _____, 20____

Name: _____
Notary Public

[notary seal]

**Signature Page to Consent and Reaffirmation of Repurchase Rights and Hotel Operations
Obligations**

IN WITNESS WHEREOF, the parties hereto have executed this Reaffirmation as of the date written above.

OHFII - GREENVILLE, LLC,
a North Carolina limited liability company

ARYA GREENVILLE HOTELS LLC,
a North Carolina limited liability company

By: _____
Name: Ravi Desai
Title: Manager

By: _____
Name: Pandurang Naik
Title: Manager

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that Ravi Desai, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that he/she is the Manager of **OHFII - Greenville, LLC**, a North Carolina limited liability company and that, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal this ___ day of December, 2023.

Notary Public

(Seal-Stamp)
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that Pandurang Naik, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that he/she is the Manager of **Arya Greenville Hotels LLC**, a North Carolina limited liability company and that, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal this ___ day of December, 2023.

Notary Public

(Seal-Stamp)
My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or designee (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: _____
Jacob Joyner, Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Resolution Declaring 8 Vehicles and Equipment as Surplus and Authorization to Purchase 8 Replacement Vehicles and Equipment for Various City Departments

Explanation: The Public Works Department has determined the 8 vehicles/equipment listed above 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 done in accordance with NCGS 160A-270.

Asset #	Year	Manufacturer	Model	Description	Serial Number
7072	2011	Freightliner	M2	Leaf Collector	1FVHCYBS3BDAZ8757
8127	2013	Freightliner	M2	Leaf Collector	1FVHCYBS8DHBZ3391
70135	2005	Gillig	Transitliner-G2	Bus	15GGB291351074118
70137	2006	Gillig	Transitliner-G2	Bus	15GGB291861076948
70138	2006	Gillig	Transitliner-G2	Bus	15GGB291X61076949
70139	2008	Gillig	Transitliner-G2	Bus	15GGB271381079505
70150	2013	Toyota	Prius-V Hybrid	Sedan	JTDZN3EU6D3276970
70151	2014	Ford	E350	Van	1FBSS3BL2EDA06088

The Public Works Department is requesting the purchase of 8 replacement vehicles and/or equipment for various City departments at a cost of \$1,084,000.00. 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:

Sanitation:

(2) Peterbuilt / Extreme Vac Leaf Trucks – Replacing #s 7072, 8127

Transit:

(4) Gillig Low Floor BRT Plus Transit buses – Replacing #s 70-135, 70-137, 70-138, 70-139

(1) Ford Transit ADA Van – Replacing # 70-151

(1) Toyota Sienna ADA Van – Replacing # 70-150

A list of the proposed replacement vehicles/equipment is included with the Agenda item.

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: \$544,000.00

Sanitation Fund: \$540,000.00

Recommendation:

City Council (1) approve the resolution declaring the 8 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 8 vehicles/equipment as listed using the Vehicle Replacement Fund.

ATTACHMENTS

[RESOLUTION - FY23 8 VEHICLES.pdf](#)

[VRF FY24 - UPDATED.pdf](#)

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

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

Asset #	Year	Manufacturer	Model	Description	Serial Number
7072	2011	FREIGHTLINER	M2	LEAF COLLECTOR	1FVHCYBS3BDAZ8757
8127	2013	FREIGHTLINER	M2	LEAF COLLECTOR	1FVHCYBS8DHBZ3391
70135	2005	GILLIG	TRANSITLINER-G2	BUS	15GGB291351074118
70137	2006	GILLIG	TRANSITLINER-G2	BUS	15GGB291861076948
70138	2006	GILLIG	TRANSITLINER-G2	BUS	15GGB291X61076949
70139	2008	GILLIG	TRANSITLINER-G2	BUS	15GGB271381079505
70150	2013	TOYOTA	PRIUS-V HYBRID	SEDAN	JTDZN3EU6D3276970
70151	2014	FORD	E350	VAN	1FBSS3BL2EDA06088

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 January 2, 2024, 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 December, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Asset #	Department or Division	Year	Manufacturer	Model	Description	Mileage	Original Cost	Status	Total Maint & Repair	Usage Type	Downtime	Replacement Vehicle	Replacement Cost	Recommendation
7072	SANITATION	2011	FREIGHTLINER	M2	LEAF COLLECTOR	48419	\$126,000.00	A	\$48,871.89	SEVERE USE	8324.83	2023 Peterbuilt Cab Over / Extreme Vac	\$270,000.00	Immediate Replacement
8127	SANITATION	2013	FREIGHTLINER	M2	LEAF COLLECTOR	35275	\$162,931.00	A	\$43,598.07	SEVERE USE	4985.51	2023 Peterbuilt Cab Over / Extreme Vac	\$270,000.00	Poor
													\$540,000.00	

70137	TRANSIT	2006	GILLIG	TRANSITLINER-G2	BUS	539986	\$29,277.00	A	\$322,304.74	SEVERE USE	9287.36	2024 Gillig Low Floor 35'	\$640,000.00	Immediate Replacement
70138	TRANSIT	2006	GILLIG	TRANSITLINER-G2	BUS	507994	\$29,277.00	A	\$315,204.74	SEVERE USE	12416.36	2024 Gillig Low Floor 35'	\$640,000.00	Immediate Replacement
70135	TRANSIT	2005	GILLIG	TRANSITLINER-G2	BUS	409564	\$29,277.00	A	\$296,733.17	SEVERE USE	11588.18	2024 Gillig Low Floor 35'	\$640,000.00	Immediate Replacement
70139	TRANSIT	2008	GILLIG	TRANSITLINER-G2	BUS	325276	\$69,672.29	A	\$342,867.30	SEVERE USE	10708.36	2024 Gillig Low Floor 35'	\$640,000.00	Immediate Replacement
70151	TRANSIT	2014	FORD	E350	VAN	65582	\$6,064.37	A	\$10,732.35	NORMAL USE	1534.42	2024 Ford Transit-350 High Roof ADA Van	\$85,000.00	Immediate Replacement
70150	TRANSIT	2013	TOYOTA	PRIUS-V HYBRID	SEDAN	51520	\$5,021.00	A	\$8,091.40	NORMAL USE	1652.35	2024 Toyota Sienna ADA Mini Van	\$75,000.00	Immediate Replacement

Total	\$2,720,000.00
FTA Reimbursement	\$3,260,000.00
Total after reimbursement	\$2,176,000.00
VRF Fund Total	\$1,600,000.00

Remaining Balance	\$516,000.00
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Total Units	8
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General Fund	\$544,000.00
Sanitation Fund	\$540,000.00
Total	\$1,084,000.00



City of Greenville, North Carolina

Meeting Date: 12/14/2023

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 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
Velasco, Patrick James	Registered Motor Vehicle	641.08
Johnson, Larae Ashley	Registered Motor Vehicle	954.22
Rain Services Inc	Registered Motor Vehicle	596.51
Swango, Nicholas Adam	Registered Motor Vehicle	567.92
Yoon, Seok	Registered Motor Vehicle	503.27
Ricard Balot Management Trust	Registered Motor Vehicle	492.54
Grant, Shannon Stovall	Registered Motor Vehicle	368.44
Bowen, Marshall Lane	Registered Motor Vehicle	363.65
Tice, Cherrice Applewhite	Registered Motor Vehicle	360.00
Anderson, James Newell	Registered Motor Vehicle	348.80
Keel, Mary Louise Cherry	Registered Motor Vehicle	616.47
Cox, Sandra Henderson	Registered Motor Vehicle	300.70
Isenhour, Jasob William Jr	Registered Motor Vehicle	257.06
Barnes, James Brantley	Registered Motor Vehicle	232.33
Cash, Jesse Albert Jr	Registered Motor Vehicle	231.23
Mizelle, Jeffrey Allen	Registered Motor Vehicle	218.16
Meachem, Anthony Lamont	Registered Motor Vehicle	212.69
Kern, George William	Registered Motor Vehicle	202.70
Cripe, Tony Min	Registered Motor Vehicle	198.19
Puckett, David Wayne	Registered Motor Vehicle	196.89
Diamond Class Enterprise Inc	Registered Motor Vehicle	185.27

Abulatifa, Sufyan Taha	Registered Motor Vehicle	183.20
Miller, Denise Ellen	Registered Motor Vehicle	173.55
Teel, James Jr	Registered Motor Vehicle	160.42
Spivery, Bryan Ray	Registered Motor Vehicle	142.39
Cunningham, Joyce Ann	Registered Motor Vehicle	138.16
Potter, Michael Allen	Registered Motor Vehicle	129.70
Williams, Robert Earl Jr	Registered Motor Vehicle	126.62
Watford, Johnnie Fitzgerald	Registered Motor Vehicle	121.67
Pippen, Larry Donnell Sr	Registered Motor Vehicle	115.70
Foster, Alec Hayden	Registered Motor Vehicle	114.64
Kinlaw, Riley James	Registered Motor Vehicle	112.51
Captains Choice Inc	Registered Motor Vehicle	101.64
Corelogic Real Estate Tax	Real Estate Taxes	4,238.39
Calvary Temple Pentecostal Holiness Church	Real Estate Taxes	1,436.64
Wells Fargo Real Estate Tax Operations	Real Estate Taxes	937.11
State ECU	Business Personal Property	795.31
Sanderlin, Rebecca M	Individual Property Taxes	684.88
NC LGFCU	Business Personal Property	577.61
Bell, Larry	Individual Property Taxes	522.18
Lereta LLC	Business Personal Property	522.17
Americas Settlement Company	Business Personal Property	522.16
Westerman, Margaret	Individual Property Taxes	465.31
Kelly, Magdalena	Individual Property Taxes	367.65
Habitat for Humanity of Pitt Co	Business Personal Property	352.49
Baron, Jodi	Individual Property Taxes	345.17
Ebron, Farley D	Individual Property Taxes	344.27
Holler Law Firm	Business Personal Property	332.96
Godley, Antonie Brooks	Individual Property Taxes	274.17
Barnhill, Marjorie Rappold	Individual Property Taxes	223.16

Fiscal Note: The total refunded is \$22,609.95

Recommendation: Approval of taxes refunded by City Council





City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Ordinance to annex Camelot Subdivision, Section 3, Block C, Lot 27 property involving 0.4229 acres located along the northern right-of-way of Lancelot Drive and 100+/- feet east of the eastern right-of-way of Guinevere Lane

Explanation: A. SCHEDULE

1. Advertising date: December 2, 2023
2. City Council public hearing date: December 14, 2023
3. Effective date: December 14, 2023

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 0.4229
4. Voting District: 4
5. Township: Winterville
6. Zoning: R15S (Residential-Single-Family)
7. Existing land use: One (1) Single-Family Residence
8. Anticipated land use: One (1) Single-Family Residence
9. Population estimate

	Formula	Number of people
Total current:	0	0
Estimated at full development	1 X 2.18	2
Current minority	0	0
Estimated minority at full development	2 X 43.4%	1
Current white	0	0
Estimated white at full development	2 - 1	1

* Source: Census.gov

10. Rural fire tax district: Eastern Pines
11. Greenville fire district: Station 3
12. Present tax value: \$148,867
13. Estimated tax value: \$148,867

Fiscal Note: Estimated tax value at full development is \$148,867

Recommendation: Approve the attached ordinance to annex Camelot Subdivision, Section 3, Block C, Lot 27

ATTACHMENTS

- [Ordinance Camelot Subdivision, Section 3, Block C, Lot 27 Annexation.pdf](#)
- [Camelot Subdivision Annexation Map.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 14th day of December, 2023, after due notice by publication in The Daily Reflector on the 2nd day of December, 2023; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “Camelot Subdivision, Section 3, Block C, Lot 27”, involving 0.4229 acres.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located along the northern right-of-way of Lancelot Drive and 100+/- feet east of the eastern right-of-way of Guinevere Lane.

GENERAL DESCRIPTION:

Being that certain tract or parcel of land lying and being situate in Winterville Township, Pitt County, North Carolina and being bounded on the south by Lancelot Drive (NCSR 1843), on the west by Lot 26, Block C of Camelot Subdivision, Section 3, on the north by the center of Meeting House Branch and the Re-Subdivision of Lot 56 of Planter’s Walk, Phase II, on the east by Lot 28, Block C of Camelot Subdivision, Section 3 and being more particularly described as follows:

Commencing at an existing iron bar at the intersection of the southern right of way line of Lancelot Drive (NCSR 1843) with the eastern right of way line of Guinevere Lane and running N 39°48’34” W 60.65 feet to an existing iron bar on the northern right of way line of Lancelot Drive (NCSR 1843) at the southern most corner of Lot 26, Block C of Camelot Subdivision,

Section 3 as recorded at Map Book 25, Page 91 of the Pitt County Registry; thence with the north right of way line of Lancelot Drive N 58°27'28" E 108.00 feet to an iron pipe set and being the POINT OF BEGINNING; thence from said beginning point so established, with the northeast line of the aforementioned Lot 26, Block C of Camelot Subdivision, Section 3, N 31°32'32" W 184.32 feet to the center of Meeting House Branch as shown on the aforementioned Map Book 25, Page 91 common with the south line of the Re-Subdivision of Lot 56, Planter's Walk, Phase II as recorded in Map Book 44, Page 134 of the Pitt County Registry; thence with the center of Meeting House Branch and the south line of the said Re-Subdivision of Lot 56, Planter's Walk, Phase II N 37°49'34" E 39.42 feet to a point and N 46°48'45" E 59.22 feet to a point at the western most corner of the aforementioned Lot 28, Block C of Camelot Subdivision, Section 3; thence with the southwest line of said Lot 28, Block C S 30°17'18" E 210.27 feet to an iron pipe set on the north right of way line of Lancelot Drive (NCSR 1843) at the southern most corner of said Lot 28, Block C of Camelot Subdivision, Section 3; thence with the north right of way line of Lancelot Drive along the arc of a curve to the left having a radius of 213.34 feet, a central angle of 01°15'33", an arc length of 4.69 feet and a chord of S 57°37'44" W 4.69 feet to an existing iron pipe at the point of tangency of said curve; thence continuing with the north right of way line of Lancelot Drive S 58°32'30" W 85.60 feet to the POINT OF BEGINNING containing 0.4229 acre and being Lot 27, Block C of Camelot Subdivision, Section 3 as recorded at Map Book 25, Page 91 of the Pitt County Registry and being further known as Pitt County Tax Parcel 33131.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district four. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district four.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 14th day of December, 2023.

ADOPTED this 14th day of December, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

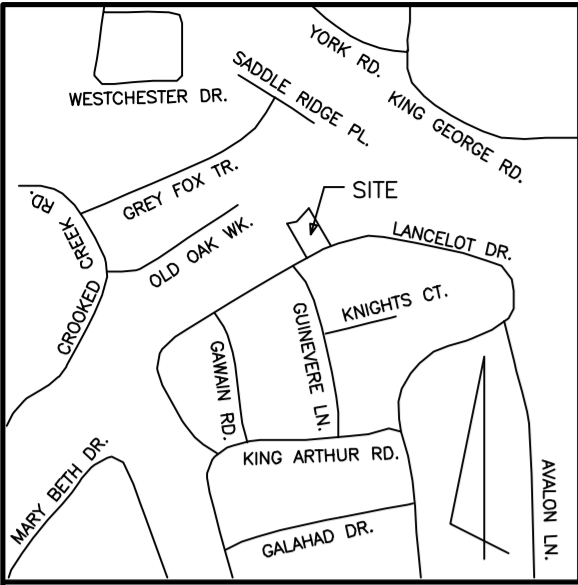
NORTH CAROLINA
PITT COUNTY

I, Camillia P. Smith, a 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 ____th day of _____, 2023.

Notary Public

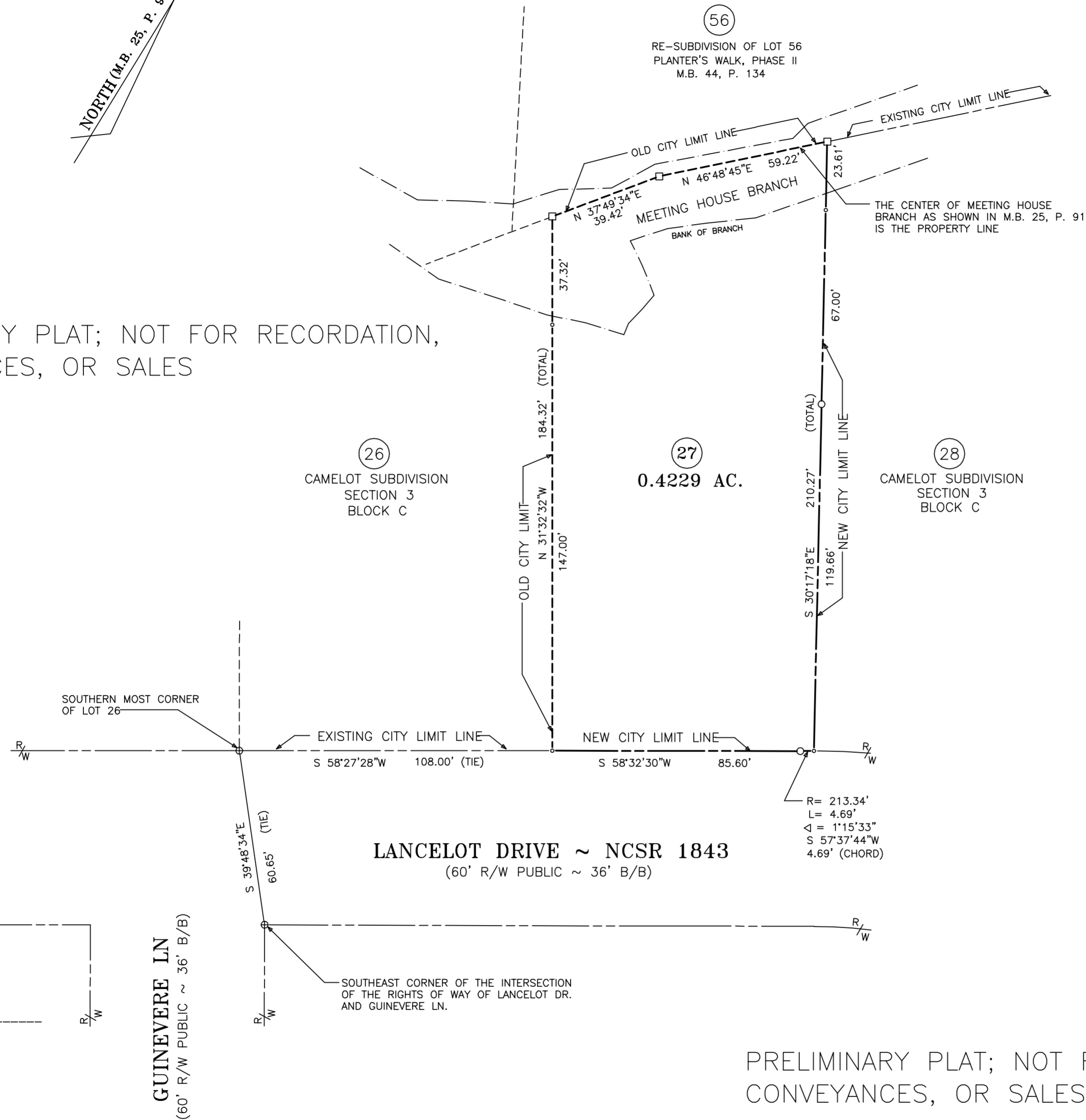
My Commission Expires: _____



VICINITY MAP, 1" = 1000' +/-

NORTH (M.B. 25, P. 91)

PRELIMINARY PLAT; NOT FOR RECORDATION, CONVEYANCES, OR SALES

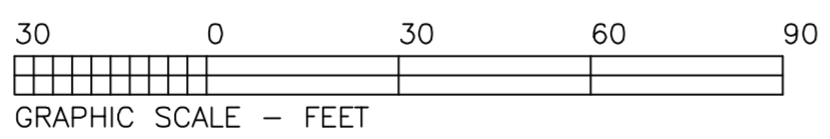


REFERENCES
 D.B. 3738, P. 667
 D.B. 4448, P. 299
 M.B. 25, P. 91
 PITT COUNTY REGISTRY

OWNER
 NOBLE REAL ESTATE INVESTMENTS LLC
 205 HOOPING CRANE LANE
 GOLDSBORO, NC 27350

NOTES
 - THIS IS AN ANNEXATION MAP OF PITT COUNTY TAX PARCEL 33131
 - THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY

- LEGEND
- EXISTING IRON PIPE (EIP)
 - IRON PIPE SET
 - NO POINT SET
 - ⊕ EXISTING IRON BAR
 - R/W RIGHT OF WAY
 - NEW CITY LIMIT
 - - - OLD CITY LIMIT
 - EXISTING CITY LIMIT



PRELIMINARY PLAT; NOT FOR RECORDATION, CONVEYANCES, OR SALES

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL FIELD SURVEY MADE BY ME AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS EXEMPT FROM G.S. 47-30 AS SET FORTH IN SECTION (j) THEREOF.

N.C. REG. NO. L-2723

PITT COUNTY, NORTH CAROLINA

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT STEPHEN N. SPRUILL, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS _____ DAY OF NOVEMBER _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES 10-12-2024

ANNEXATION MAP FOR
LOT 27, BLOCK C, CAMELOT SUBDIVISION, SECTION 3
 DEED BOOK 3738, PAGE 667
 CITY OF GREENVILLE ~ WINTERVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

MAP NO.	PLATS RECORDED	BOOK	PAGE
4696	LOT 26, BLK C, CAMELOT SUBD. SECTION 3 ANNEXATION	45	116
	PLANTER'S WALK SUBDIVISION ANNEXATION	35	196

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.

EFFECTIVE DATE: _____ ORDINANCE DATE: _____ AREA: 0.4229 AC.

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

Spruill & Associates Inc.
 2747 East Tenth Street
 Greenville, North Carolina 27858
 spruill@coastalnet.com
 (252) 757-1200 Firm No. C-978

SURVEYED: ZRM	APPROVED: SNS
DRAWN: BMP	DATE: 11/20/2023
CHECKED: JAD	SCALE: 1" = 30'

230.60AN



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Ordinance requested by Bells Fork Partners, LLC to rezone 0.59 acres located along the southern right-of-way of East Fire Tower Road and 75+/- feet south of Farrington Drive from RA20 (Residential-Agricultural) to CG (General Commercial)

Explanation: **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 6, 2023.
On-site sign(s) posted on November 6, 2023.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 28, 2023.
Public hearing legal advertisement published on December 2, 2023 and December 9, 2023.

Comprehensive Plan:

The Future Land Use and Character Map recommends office/institutional (OI) along the eastern right-of-way of Kittrell Road transitioning to commercial (C), traditional neighborhood, medium-high density (TNMH), and residential, low-medium density (LMDR) to the east along East Fire Tower Road.

Office/Institutional

These areas serve as a transition between more intense commercial areas and surrounding neighborhoods. The form of future development should take a more walkable pattern with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings; cluster buildings to consolidate and share surface parking
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety

Primary uses:

Office

Institutional/civic

Commercial

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping
- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

Traditional Neighborhood, Medium-High Density

Primarily residential area featuring a mix of higher density housing types ranging from multi-family, townhomes, and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting

- Allow neighborhood-scale commercial or mixed use centers at key intersections within neighborhoods

Primary uses:

Multi-family residential

Single-family residential attached (townhomes) and detached (small-lot)

Secondary uses:

Institutional (neighborhood scale)

Residential, Low-Medium Density

Residential, low to medium density areas are primarily single-family developments arranged along wide, curvilinear streets with few intersections. Building and lot size range in size and density but tend to be highly consistent within a development with limited connectivity between different residential types and non-residential uses.

Intent:

- Provide better pedestrian and vehicular connectivity between residential developments
- Improve streetscape features such as consistent sidewalks, lighting, and street trees

Primary uses:

Single-family detached residential

Secondary uses:

Two-family residential

Institutional/civic (neighborhood scale)

Thoroughfare/Traffic Report Summary (Engineering Department):

Staff does not anticipate any change in intensity between the current and proposed zoning. Therefore, a traffic volume report was not generated.

History/Background:

In 1989, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) as part of a large-scale ETJ extension and was zoned RA20 (Residential-Agricultural).

Existing Land Uses:

One (1) Single-Family Residence.

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Meeting House Branch Watershed (Tar River Basin). If stormwater rules apply, it would require 25-year detention, nitrogen and phosphorus reduction.

The property is not located in the Special Flood Hazard Area. No jurisdiction wetlands, streams and riparian buffers exist on the property.

Surrounding Land Uses and Zoning:

North: OR – Farrington Trace Senior Living (under construction)

South: CG – Vacant (under same ownership as subject property)

East: RA20 – One (1) single-family residence

West: CG – Vacant (under same ownership as subject property)

Density Estimates:

Staff does not anticipate any change in intensity between the current and proposed zoning.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promoted the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted unanimously to approve the request at its November 21, 2023 meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest."

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS

- [Ordinance Bells Fork Partners, LLC Rezoning.pdf](#)
- [Minute Excerpt_Bells_Fork_Partners.pdf](#)
- [Bells Fork Partners, LLC APO Map.pdf](#)
- [Bells Fork Partners, LLC Rezoning Survey.pdf](#)
- [RA20 to CG List of Uses.pdf](#)
- [Density and Veg Charts.pdf](#)

ORDINANCE NO. 23-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 14th day of December, 2023, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D-605, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Policy 1.1.1 guide development with the Future Land Use and Character Map and Policy 1.1.6 guide development using the Tiered Growth Approach; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community because the requested zoning is consistent with the recommended Future Land Use and Character Map and is located in a Primary Service Area;

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to CG (General Commercial).

TO WIT: Bells Fork Partners, LLC

LOCATION: Located along the southern right-of-way of East Fire Tower Road and 75+/- feet south of Farrington Drive

DESCRIPTION: Lying in Winterville Township, Pitt County, North Carolina, and being more particularly described as follows:

Commencing at an iron pipe at the northwest corner of the Bells Fork Partners, LLC property recorded in Deed Book 4342, Page 34 and being located in the southern right of way of East Fire Tower Road; thence running along the southern right of way of Fire Tower Road N 56°06'41" E 380.77 feet to a mag nail; said mag nail being the northwest corner of the subject property as recorded in Deed Book 4448, Page 402, Pitt County Registry and being the Point of Beginning;

Thence, from the Point of Beginning running along the right of way of East Fire Tower Road N 56°06'41" E 150.00 feet to a point on the southern right of way of East Fire Tower Road; thence leaving the right of way along the Cassandra Bonham property line S 02°33'50" E 200.00 feet to an iron pipe, said iron pipe being located on the property line of the Judge property as recorded in Deed Book 819, Page 649, Pitt County Registry and being the corner of the Bells Fork Partners, LLC property as recorded in Deed Book 4342, Page 34, Pitt County Registry; thence along the Bells Fork Partners, LLC property line S 56°06'41" W 150.00 feet to an iron pipe; thence N 02°33'50" W 200.00 to the Point of Beginning containing 0.59 acres, more or less.

Section 2. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 14th day of December, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1188505

Excerpt from the draft Planning & Zoning Commission Minutes (11/21/2023)

2. REQUEST BY BELLS FORK PARTNERS, LLC TO REZONE 0.59 ACRES LOCATED ALONG THE SOUTHERN RIGHT OF-WAY OF EAST FIRE TOWER ROAD AND 75+/- FEET SOUTH OF FARRINGTON DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL).

Christopher Kelly, Planner I, presented for staff. The property drains to the Meeting House Branch (Tar River Basin). If stormwater rules apply, it would require 25-year detention, nitrogen and phosphorus reduction. The property is not located in the Special Flood Hazard Area. No jurisdiction wetlands, streams and riparian buffers exist on the property. Due to staff not anticipating a change in intensity between the current and requested zoning districts, a traffic volume report was not generated. This property was initially zoned RA20 in 1989 and currently is occupied by one (1) single-family residence. The Future Land Use and Character Map recommends office/institutional (OI) along the eastern right-of-way of Kittrell Road between Fire Tower and Bells Fork Road transitioning to commercial (C), then residential. The requested zoning is for general commercial. The property is adjacent to CG zoning on the west and south. In staff's opinion, the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use Plan. Staff recommends approval.

Vice Chair Faison opened the public hearing.

Scott Anderson, Ark Consulting Group PLLC, spoke in favor of request.

No one spoke in opposition.

Vice Chair Faison closed the public hearing and opened board discussion.

Motion made by Vice-Chair Faison, seconded by Mr. Parker, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

Bells Fork Partners, LLC

From: RA20

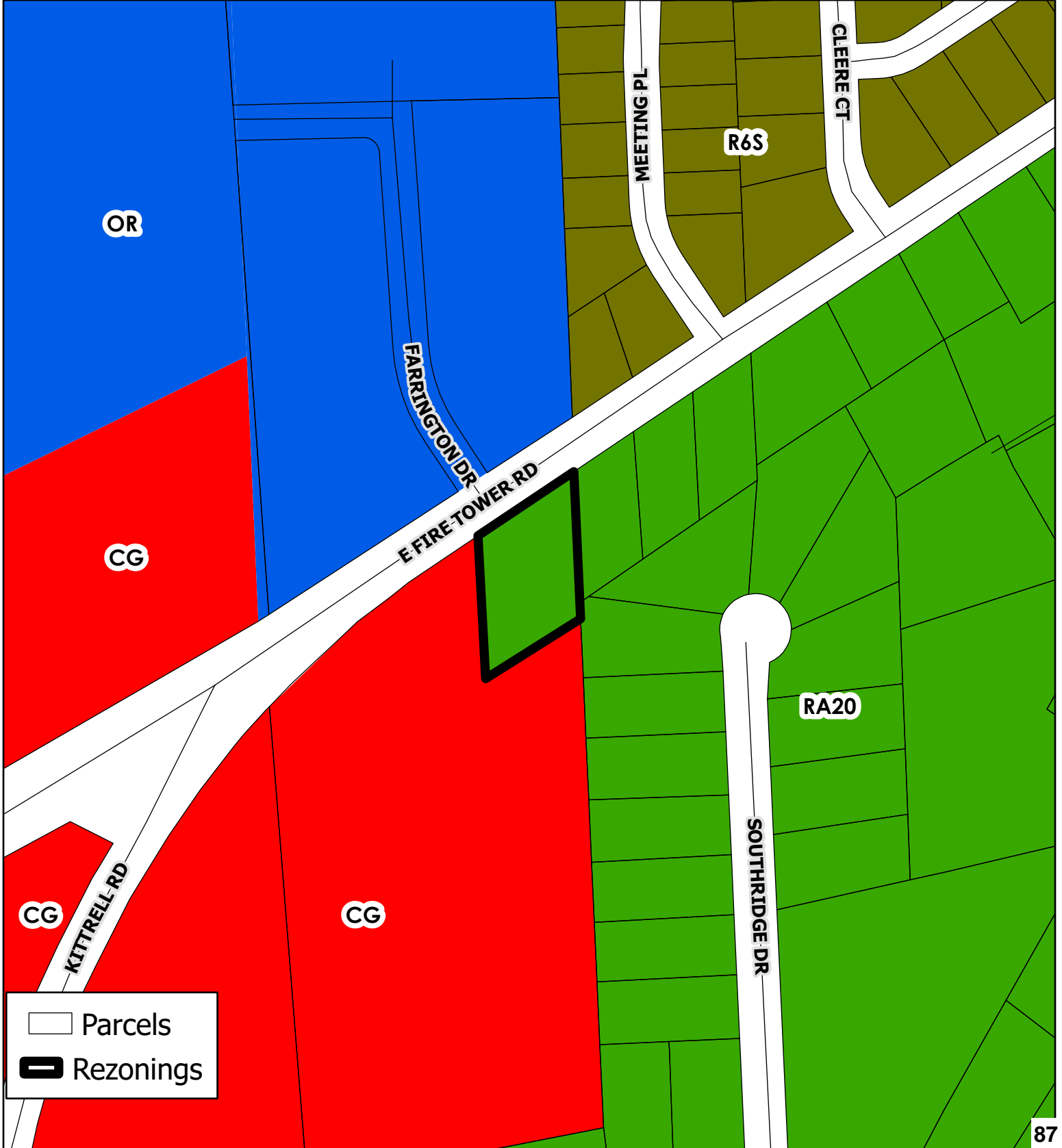
To: CG

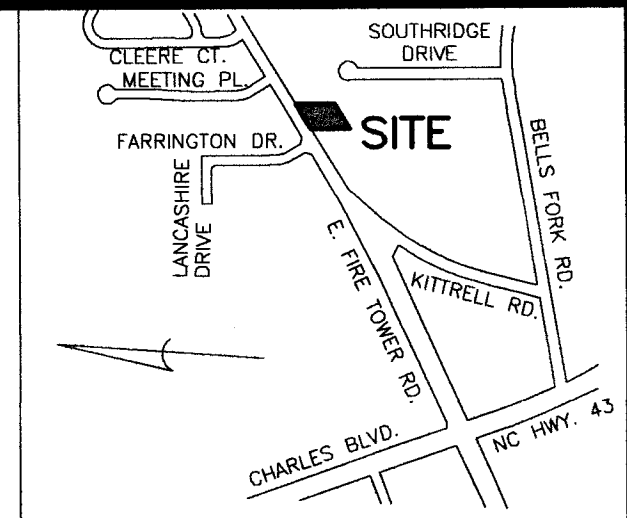
Acres: 0.59

November 6, 2023

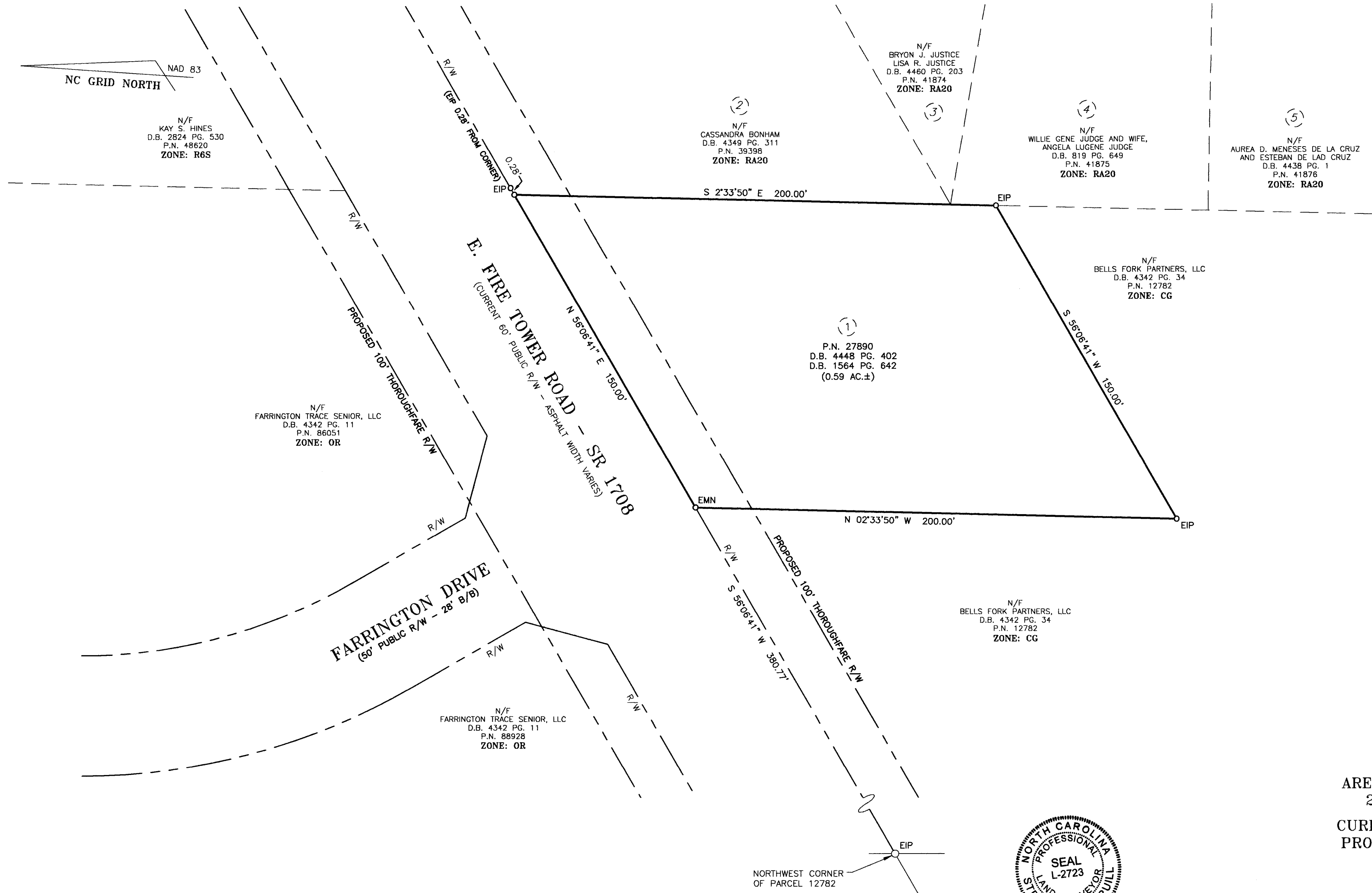


0 0.010.02 0.04 Miles





VICINITY MAP
SCALE: 1"=1,000'



NAD 83
N/F
KAY S. HINES
D.B. 2824 PG. 530
P.N. 48620
ZONE: R6S

(2)
N/F
CASSANDRA BONHAM
D.B. 4349 PG. 311
P.N. 39398
ZONE: RA20

(3)
N/F
BRYON J. JUSTICE
LISA R. JUSTICE
D.B. 4460 PG. 203
P.N. 41874
ZONE: RA20

(4)
N/F
WILLIE GENE JUDGE AND WIFE,
ANGELA LUGENE JUDGE
D.B. 819 PG. 649
P.N. 41875
ZONE: RA20

(5)
N/F
AUREA D. MENESES DE LA CRUZ
AND ESTEBAN DE LA CRUZ
D.B. 4438 PG. 1
P.N. 41876
ZONE: RA20

N/F
BELLS FORK PARTNERS, LLC
D.B. 4342 PG. 34
P.N. 12782
ZONE: CG

(1)
P.N. 27890
D.B. 4448 PG. 402
D.B. 1564 PG. 642
(0.59 AC.±)

N/F
FARRINGTON TRACE SENIOR, LLC
D.B. 4342 PG. 11
P.N. 86051
ZONE: OR

N/F
BELLS FORK PARTNERS, LLC
D.B. 4342 PG. 34
P.N. 12782
ZONE: CG

N/F
FARRINGTON TRACE SENIOR, LLC
D.B. 4342 PG. 11
P.N. 88928
ZONE: OR



NORTHWEST CORNER
OF PARCEL 12782

AREA TO BE REZONED:
25,627 SF / 0.59 AC.
CURRENT ZONING: RA20
PROPOSED ZONING: CG

REZONING REQUEST COMPOSITE BOUNDARY MAP FOR
BELLS FORK PARTNERS, LLC

DEED BOOK 4448, PAGE 402
CITY OF GREENVILLE, GREENVILLE TOWNSHIP
PITT COUNTY, NORTH CAROLINA
DATE: OCTOBER 17, 2023 SCALE: 1"= 30'
30 0 30 60 90
GRAPHIC SCALE - FEET

Spruill & Associates Inc.

2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200
spruill@coastalnet.com



Firm No.
C-978

LEGEND

- R/W - RIGHT OF WAY
- B/B - BACK OF CURB TO BACK OF CURB
- EIP - EXISTING IRON PIPE
- EMN - EXISTING MAGNETIC NAIL
- PROPERTY BOUNDARY
- - - - RIGHT OF WAY (R/W)
- - - - GIS PARCEL LINES
- - - - TIE LINE

REFERENCES:

- MAP BOOK 1564, PG. 642
- MAP BOOK 89, PG. 177
- DEED BK D-42, PG. 755
- DEED BK. 4142, PG. 55-57
- DEED BK. 4151, PG. 634-635
- DEED BK. 4448, PG. 402
- TAX PARCEL # 12782 & # 56614

NOTES:

1. THIS IS A REZONING REQUEST BOUNDARY MAP OF PITT COUNTY TAX PARCEL 27890.
2. BASIS OF THE BEARINGS AND COORDINATES IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON NOVEMBER 8, 2019; TIED TO THE NATIONAL SPATIAL REFERENCE SYSTEM VIA CORS STATIONS AND OPUS; AND EXPRESSED IN U.S. SURVEY FEET.
3. THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720469600J, EFFECTIVE DATE: 01-02-2004, ZONE X.
4. BOUNDARY INFORMATION SHOWN HEREON WAS TAKEN FROM BOUNDARY SURVEY PREPARED BY GARY S. MILLER & ASSOCIATES, P.A. (M.B. 89, PG. 177 DATED 3/16/2022). CORNER DESCRIPTIONS SHOWN HEREON ARE AS DEPICTED ON THIS REFERENCE MAP.

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND MAPS OF RECORD AS REFERENCED HEREON AND THAT NO FIELD SURVEY WAS PERFORMED IN THE PREPARATION OF THIS COMPOSITE PLAT; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) WITNESS MY HAND AND SEAL THIS 20 DAY OF OCTOBER 2023.

Stephen N. Spruill
STEPHEN N. SPRUILL L-2723

EXISTING ZONING	
RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
c.	Wayside market for farm products produced on-site
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
b.	Two-family attached dwelling (duplex)
g.	Mobile home (see also section 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop

c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining	
b.	Greenhouse or plant nursery; including accessory sales
m.	Beekeeping; major use
n.	Solar energy facility
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
PROPOSED ZONING	
CG (GENERAL COMMERCIAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
g.	Liquor store, state ABC
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)

	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	h. Commercial recreation; indoor only, not otherwise listed
	j. Bowling alley
	n. Theater; movie or drama, indoor only
	q. Circus, carnival, or fair, temporary only (see also section 9-4-103)
	s. Athletic club; indoor only
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
	g. Catalogue processing center
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	k. Business or trade school
	o. Church or place of worship (see also section 9-4-103)
	q. Museum
	r. Art gallery
	s. Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u. Art studio including art and supply sales
	v. Photography studio including photo and supply sales
	x. dance studio
	y(1) TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
	y(4) Distributed Antenna System (See also 9-4-103 (Q))
	z. Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa. Catering service including food preparation (see also restaurant; conventional and fast food)
	hh. Exercise and weight loss studio; indoor only
	kk. Laundrette; household users
	ll. Dry cleaners; household users
	oo. Clothes alteration or shoe repair shop
	pp. Automobile wash
	qq. Pet grooming facility (see also section 9-4-103)
	ss. Tattooing
	tt. Microblading
(9) Repair	
	g. Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade	
	a. Miscellaneous retail sales; non-durable goods, not otherwise listed

d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food (see also section 9-4-103)
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
mm.	Grocery store
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
f.	Hardware store
(13) Transportation	
c.	Taxi or limousine service
e.	Parcel delivery service
h.	Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
c.	Bakery; production, storage, and shipment facilities
(15) Other Activities (not otherwise listed - all categories) - None	
CG (GENERAL COMMERCIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	

(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
d.	Game center
l.	Billiard parlor or pool hall
m.	Bar
t.	Athletic club; indoor and outdoor facilities
u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical	
c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
l.	Convention center; private
(9) Repair	
a.	Major repair; as an accessory or principal use
b.	Minor repair; as an accessory or principal use
(10) Retail Trade	
b.	Gasoline or automotive fuel sales; accessory or principal use, retail
c.	Wine shop; including on-premise consumption (see also section 9-4-103)
j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
ff.	Tobacco shop (Class 1) (see also section 9-4-103)
gg.	Tobacco shop (Class 2) (see also section 9-4-103)
hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
f.	Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
k.	Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)	
a.	Other activities; personal services not otherwise listed
b.	Other activities; professional services not otherwise listed
c.	Other activities; commercial services not otherwise listed
d.	Other activities; retail sales not otherwise listed

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

*** Maximim allowable density in the respective zoning district.

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item:

Second reading of ordinances, requested by the Neighborhood and Business Services and Planning and Development Services Departments, to repeal and replace, as amended, Title 9, Chapter 1: *Inspections and Code Enforcement* and Title 12, Chapter 3: *Weeds, Vegetation and Other Public Health Nuisances*.

Explanation:

During 2022, the Code Enforcement Division encountered a few unique code cases that required detailed enforcement action. During the enforcement of these cases, it became apparent that the City's ordinances, policies and procedures needed to be reviewed for updates. Many years have passed since the last update of these sections. A few examples of the necessary updates include:

- new, expanded and redefined terms
- re-ordering some section titles and content
- edits and expansion to detailed processes and checklists.

The proposed changes include amendment to the following Chapters:

Title 9, Chapter 1: Inspections and Code Enforcement

Title 9, Chapter 1 describes the regulations for how the City is to enforce the standards of residential and commercial buildings or structures. The following is a summary of the proposed amendments:

- Article A: Merges all State codes adopted into one section: Technical Codes
- Article B, F: Adds General Statute language for Administrative Liability and Conflicts of Interest
- Article F: Merges the process for Abandoned Structures into the Article for Minimum Housing
- Article F: Provides for various Minimum Housing updates to follow N.C.

State Code

- Article H: Provides for inclusion of notice period for owners to secure or re-secure their properties before enforcement action
- Article C, F, G, H: Aligns penalties with City Ordinance 23-048, adopted June, 2023

Title 12, Chapter 3: Weeds, Vegetation and Other Public Health Nuisances

Title 12, Chapter 3 includes the regulations for the City’s Weeds, Vegetation and Other Public Health Nuisances. The following is a summary of the proposed amendments:

- Vegetation: Creates an allowance for properties greater than 1 acre
- Creates a definition section for Article A: Nuisances
- Provides addition of language for enforcement of items used as tables in front yards
- Updates the Appeals Process to allow for internal review
- Updates Article C: Graffiti to allow for efficient and consistent enforcement
- Aligns penalties with Ordinance 23-048, adopted June, 2023

Staff members of both the Planning and Development Services Department and the Neighborhood and Business Services Department have worked closely with the City Attorney’s Office to ensure all proposed changes are in line with regulatory requirements and procedures.

Fiscal Note: No fiscal impact is anticipated with this item.

Recommendation: Per N.C.G.S. §160A-175, two readings of this request must be held. The first reading was held at the November 9, 2023 City Council meeting. Tonight's public hearing is the second and final reading of the requested revisions.

Staff recommends approval.

ATTACHMENTS

- [1185331 - ORDINANCE AMENDING TITLE 9, CHAPTER 1 INSPECTIONS AND CODE ENFORCEMENT - 4 - COG.DOCX](#)
- [1185325 - ORDINANCE AMENDING TITLE 12, CHAPTER 3 THE WEEDS, VEGETATION AND OTHER PUBLIC HEALTH NUISANCES - 4 - COG.DOCX](#)

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 1: *INSPECTIONS AND CODE ENFORCEMENT*

WHEREAS, the City Council of the City of Greenville desires to revise certain provisions of Part II, Title 9, Chapter 1 of the Code of Ordinances, City of Greenville;

WHEREAS, Part II, Title 9, Chapter 1 of the Code of Ordinances, City of Greenville has not been substantially revised since 2021, with the majority of the Chapter not having been revised since the 1990s; and

WHEREAS, the repeal and replacement of various provisions of Part II, Title 9, Chapter 1 of the Code of Ordinances, City of Greenville is necessary to adequately ensure uniform compliance with applicable law and continued protection of public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. Part II, Title 9, Chapter 1 the Code of Ordinances, City of Greenville is hereby repealed and replaced, as amended, to read as follows:

CHAPTER 1: INSPECTIONS AND CODE ENFORCEMENT

Article A. Adoption of Regulatory Codes by Reference

- 9-1-1 Scope of chapter and codes
- ~~9-1-2 Building Code adopted~~ Jurisdiction of chapter and codes
- ~~9-1-3 Plumbing Code adopted~~ Technical Codes
- ~~9-1-4 Mechanical Code adopted~~ Compliance with Codes
- ~~9-1-5 Electrical Code adopted~~ Copy of codes filed with Clerk
- ~~9-1-6 Residential Building Code~~
- ~~9-1-7 Amendments to codes; generally~~
- ~~9-1-8 Same; Electrical Code; conduits, steel, metallic tubing or metal molding required in fire district and public buildings~~
- ~~9-1-9 Same; temporary electric service structures~~
- ~~9-1-10 Copies of codes filed with Clerk~~
- ~~9-1-11 Compliance with codes~~

Article B. Inspections Division

- 9-1-20 Organization of Division
- 9-1-21 Functions and duties
- 9-1-22 Inspection procedure
- 9-1-23 Oversight not to legalize violation
- 9-1-24 Administrative liability
- 9-1-25 Conflicts of interest

9-1-26 Reports and records

9-1-27 Stop work orders

~~Article B. Fire Limits (Moved to Article D)~~

~~9-1-21 Fire district~~

~~9-1-22 Restrictions within fire limits~~

~~9-1-23 Structures partly within and partly without fire district~~

~~9-1-24 Same; correction of defects upon notice~~

Article C. Enforcement Provisions

9-1-30 Enforcement of building inspection services and housing standards in extraterritorial jurisdiction of city

9-1-31 Building permits

9-1-32 Limitations on issuance of permits

9-1-33 Application for permits

9-1-34 Issuance of permits

9-1-35 Revocation of permits

9-1-36 Expiration of Building Permits

9-1-37 Changes in work

9-1-38 Permit fees

9-1-39 Violations

9-1-40 Penalties

~~Article C. Inspection Division (Moved to Article B)~~

~~9-1-31 Organization of Division~~

~~9-1-32 General duties of Division and inspectors~~

~~9-1-33 Conflicts of interest~~

~~9-1-34 Reports and records~~

~~9-1-35 Inspection procedure~~

~~9-1-36 Oversight not to legalize violation~~

~~9-1-37 Powers of inspection officials~~

Article D. Fire limits

9-1-60 Fire district

9-1-61 Restrictions within fire limits

~~Article D. Enforcement (Moved to Article C)~~

~~9-1-51 Enforcement of building inspection services and housing standards in extraterritorial jurisdiction of city~~

~~9-1-52 Registration of contractors~~

~~9-1-53 Permits required~~

~~9-1-54 Application for permit~~

~~9-1-55 Plans and specifications~~

~~9-1-56 Limitations on issuance of permits~~

~~9-1-57 Issuance of permit~~

~~9-1-58 Revocation of permits~~

~~9-1-59 Time limitations on validity of permits~~

~~9-1-60 Changes in work~~

~~9-1-61 Permit fees~~

~~9-1-62 Penalties for violation of regulatory codes~~

Article E. Unsafe Buildings Condemned

9-1-70 Designation of Unsafe Building

9-1-71 Removing Notice from Condemned Building

9-1-72 Failure to Take Corrective Action

9-1-73 Order to take corrective action

9-1-74 Appeals; Finality of Order if Not Appealed

9-1-75 Failure to Comply with Order

9-1-76 Enforcement

9-1-77 Notice of lis pendens

9-1-78 Administrative Fees and Costs

Article E. Repair, Closing or Demolition of Abandoned Structures (Merged into Article F)

~~9-1-71 Finding; intent~~

~~9-1-72 Duties of Code Enforcement Coordinator and officer~~

~~9-1-73 Powers of Code Enforcement Coordinator and officer~~

~~9-1-74 Standards for enforcement~~

~~9-1-75 Procedure for enforcement~~

~~9-1-75.1 Vacated and closed structures~~

~~9-1-76 Methods of service of complaints and orders~~

~~9-1-77 In rem action by Code Enforcement Coordinator or officer; placarding~~

~~9-1-78 Costs; a lien on premises~~

~~9-1-79 Alternative remedies~~

Article F. Minimum Housing Code

9-1-90 Minimum Housing Code

9-1-91 Finding; purpose

9-1-92 Scope

9-1-93 Definitions

9-1-94 Minimum standards of fitness for dwellings

9-1-95 Minimum standards for structural conditions

9-1-96 Minimum standards for basic equipment and facilities

9-1-97 Minimum standards for smoke and carbon monoxide detectors

9-1-98 Minimum standards for light and ventilation

9-1-99 Minimum standards for space, use, and location

9-1-100 Minimum standards for safe and sanitary maintenance

9-1-101 Minimum standard to means of egress and exits

~~9-1-101 Minimum standards for porches or raised platform (Merged into 9-1-94)~~

~~9-1-102 Minimum standards for stairs and steps (Merged into 9-1-94)~~

9-1-102 Minimum standards for control of insects, rodents, and infestations

9-1-103 Minimum standards applicable to rooming houses; exceptions

9-1-104 Responsibilities of owners and occupants

9-1-105 Special historic buildings and districts

9-1-106 Duties of Code Enforcement Supervisor or officer

9-1-107 Powers of the Code Enforcement Supervisor or officer

9-1-108 Administrative liability

9-1-109 Conflicts of interest

- 9-1-~~110~~ Inspections; duty of owners and occupants
- 9-1-~~111~~ Procedure for enforcement
- 9-1-~~112~~ Vacated and closed dwellings
- 9-1-113 Abandoned Structures
- 9-1-~~114~~ Methods of service of complaints and orders
- ~~9-1-113 In rem action by the Code Enforcement Coordinator or officer (Merged into 9-1-111)~~
- 9-1-~~115~~ Costs, a lien on premises
- ~~9-1-115 Filing of ordinances (Merged into 9-1-111)~~
- 9-1-116 Alternative remedies
- 9-1-117 Board of Adjustment to hear appeals
- 9-1-118 Conflict with other provisions
- 9-1-119 Violations; penalties ~~Violations; penalty~~
- Article G. Nonresidential Building or Structure Code
- 9-1-121 Title
- 9-1-122 Purpose
- 9-1-123 Definitions
- 9-1-124 Applicability and compliance
- 9-1-125 Maintenance standards for nonresidential buildings and structures
- 9-1-126 Duties of the Enforcement Officer
- 9-1-127 Powers of Enforcement Officer
- 9-1-128 Administrative Liability
- 9-1-129 Conflicts of Interest
- 9-1-~~130~~~~128~~ Inspections
- 9-1-~~131~~~~129~~ Procedure for enforcement
- 9-1-~~132~~~~130~~ Limitations on orders and ordinances; historic landmark or historic district
- 9-1-~~133~~~~131~~ Limitations on orders and ordinances; vacant manufacturing facility or vacant industrial warehouse
- 9-1-~~134~~~~132~~ Vacated and closed nonresidential buildings or structures
- 9-1-~~135~~~~133~~ Methods of service of complaints and orders
- ~~9-1-134 In rem action by the Enforcement Officer (Merged into 9-1-131)~~
- 9-1-~~136~~~~135~~ Costs, a lien on premises
- 9-1-~~137~~~~136~~ Ejectment
- 9-1-~~138~~~~137~~ Filing of ordinances
- 9-1-~~139~~~~138~~ Alternative remedies
- 9-1-~~140~~~~139~~ Board of adjustment to hear appeals
- 9-1-~~141~~~~140~~ Temporary injunction remedy for aggrieved person
- 9-1-~~142~~~~141~~ Conflict with other provisions
- 9-1-~~143~~~~142~~ Penalties ~~Violations; penalty~~
- Article H. Regulations on vacated and closed buildings or structures & dwellings ~~Closing or Securing Vacated and Closed Buildings~~
- 9-1-145 Applicability
- 9-1-146 Definitions
- 9-1-~~147~~~~146~~ Standards
- 9-1-~~148~~~~147~~ Notice of Violation; Penalties ~~Penalty~~
- Article I. Housemovers
- 9-1-151 Use of bond for damages or expenses

9-1-152 Return of unused bond

Editor's note:

For former Art. H, Regulation of the Use, Handling and Storage of Gas, G.S. 119-55 authorizes municipalities to adopt and enforce safety codes dealing with the use, handling and storage of liquefied petroleum gases, provided local safety codes are in accordance with the standards as set forth by the state.

Statutory reference:

Inspection department, see G.S. 160D-1102 et seq.

Minimum housing standards, see G.S. 160D-1201 et seq.

Repair or demolition of buildings or structures dwellings unfit for human habitation, see G.S. 160D-1203 and S.L. 2005-200

ARTICLE A. ADOPTION OF REGULATORY CODES BY REFERENCE

SEC. 9-1-1 SCOPE OF CHAPTER AND CODES.

The provisions of this chapter and of the regulatory codes herein adopted shall apply to the following:

(A) The location, design, materials, equipment, construction, reconstruction, alteration, repair, maintenance, moving, demolition, removal, use and occupancy of every building or structure or any appurtenances connected or attached to the building or structure;

(B) The installation, erection, alteration, repair, use and maintenance of plumbing systems consisting of house sewers, building drains, waste and vent systems, hot and cold water supply systems and all fixtures and appurtenances thereof;

(C) The installation, erection, alteration, repair, use and maintenance of mechanical systems consisting of heating, ventilating, air conditioning and refrigeration systems, fuel burning equipment and appurtenances thereof; and

(D) The installation, erection, alteration, repair, use and maintenance of electrical systems and appurtenances thereof.

SEC. 9-1-2 JURISDICTION OF CHAPTER AND CODES

(A) The provisions of this chapter, technical codes and regulatory codes adopted here shall be in effect and apply within the corporate limits of the City and beyond and surrounding the corporate limits within a line which constitutes the boundary of the City's extraterritorial jurisdiction, as described on the map maintained in the office of the City Clerk, as the same may be amended from time to time, as provided by law.

~~BUILDING CODE ADOPTED.~~

~~—The current edition of the North Carolina State Building Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein. (Merged into 9-1-3 Technical Codes)~~

SEC. 9-1-3 TECHNICAL CODES

The term technical codes as used here shall mean the collective provisions of the North Carolina: Administrative, Building (Accessibility), Plumbing, Mechanical, Fuel Gas, Energy, Existing Buildings and Residential codes as adopted by the North Carolina Building Code Council, and the National Electrical Code. The most recent edition, including all subsequent amendments, of the North Carolina Building Code, as adopted by the North Carolina Building Code Council is

adopted by reference as fully as though set forth here to the extent such code is applicable for safe and stable design, methods of construction, minimum standards, and use of materials in building or structures erected, enlarged, altered, repaired, or otherwise constructed or reconstructed after adoption of this chapter.

(A) In addition, Appendix D-Fire Districts, of the North Carolina Building Code is hereby adopted by reference as fully as though set forth here and shall be enforced as part of this Chapter.

(B) The most recent applicable edition / editions, including all subsequent amendments as set forth by the North Carolina Department of Insurance Manufactured Housing Division, is hereby adopted by reference as fully as though set forth here.

(C) The most recent edition, including all subsequent amendments, of the North Carolina State Building Code, Existing Buildings, as adopted by the North Carolina Building Code Council is hereby adopted by reference as fully as though set forth here.

(D) The most recent edition, including all subsequent amendments, of North Carolina Energy Code, as adopted by the North Carolina Building Code Council is hereby adopted by reference as fully as though set forth here.

(E) The most recent Edition, including all subsequent amendments, of the North Carolina Residential Code, as adopted by the North Carolina State Building Code Council, is hereby adopted by reference as fully as though set forth here.

(F) The most recent edition, including all subsequent amendments, of the North Carolina Plumbing Code, as adopted by the North Carolina Building Code Council, is hereby adopted by reference as fully as though set forth here.

(G) The most recent edition, including all subsequent amendments, of the North Carolina Mechanical Code, as adopted by the North Carolina State Building Code Council, is hereby adopted by reference as fully as though set forth here.

(H) The most recent edition, including all subsequent amendments, of the North Carolina Electrical Code, as adopted by the North Carolina State Building Code Council, is hereby adopted by reference as fully as though set forth here.

(I) The National Electrical Code, as adopted by the North Carolina Building Code Council, including all subsequent amendments, is hereby adopted by reference as fully as though set forth here.

PLUMBING CODE ADOPTED:

~~—The current edition of the North Carolina Plumbing Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein. (Merged into 9-1-3, *Technical Codes*)~~

SEC. 9-1-4 COMPLIANCE WITH CODES

(A) All buildings or structures and connected appurtenances which are constructed, reconstructed, erected, altered, extended, enlarged, repaired, altered, occupied, used, demolished, or moved shall conform to the requirements, minimum standards, and other provisions of either the North Carolina Building Code, or the North Carolina Residential Code, whichever is applicable, or both if both are applicable. Where the provisions of this Chapter conflict with any of the technical codes listed above, the more restrictive provisions shall apply.

(B) Every building or structure intended for human habitation, occupancy, or use shall have plumbing, plumbing systems, or plumbing fixtures installed, constructed, altered, extended,

repaired, or reconstructed in accordance with the minimum standards, requirements, and other provisions of the North Carolina Plumbing Code.

(C) All mechanical systems consisting of heating, ventilating, air conditioning or refrigeration systems, fuel-burning equipment, incinerators, and other energy related systems, their fittings, appliances, fixtures, and appurtenances shall be installed, erected, altered, replaced, repaired, used, and maintained in accordance with the minimum standards, requirements, and other provisions of the North Carolina State Mechanical Code.

(D) All electrical wiring, installations and appurtenances shall be erected, altered, repaired, used, and maintained in accordance with the minimum standards, requirements, and other provisions of the National Electrical Code with the subsequent amendments set forth by the North Carolina Building Code Council.

(E) All electrical repairs or permanent interior work done within the fire district and public buildings of the city shall be done either in conduit, steel or metallic tubing or metal molding.

(F) TEMPORARY ELECTRIC SERVICE STRUCTURES.

(1) All temporary electric service structures shall be strongly built and installed pursuant to the guidelines established by Greenville Utilities.

(2) All temporary electrical structures shall be inspected by the electrical inspector before any connection is made with any electrical service line.

(G) The installation of gas piping systems extending from the point of delivery to the inlet connections of equipment served, and the installation and operation of residential and commercial gas appliances and related accessories shall conform to the provisions of the North Carolina Fuel Gas Code.

(H) All manufactured housing shall be constructed, repaired, altered, installed, erected, replaced, or moved to another site in conformance with the provisions of the most recent applicable edition / editions as set forth by the North Carolina Department of Insurance Manufactured Housing Division.

(I) All construction, alterations, repairs, replacement, equipment, and maintenance hereinafter made or installed to any building or structure, other than one- and two-family buildings or structures and townhouses, shall conform to the provisions of the North Carolina Fire Prevention Code.

(J) The thermal envelope of the building and installation of energy systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances, ventilation, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems shall conform to the provisions of the North Carolina Energy Code.

(K) All alterations, repairs, replacement, rehabilitation or change of occupancy of any existing building shall conform to applicable provisions of the North Carolina Building Code- Existing Buildings or other applicable technical codes.

~~MECHANICAL CODE ADOPTED:~~

~~—The current edition of the North Carolina Mechanical Code as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein. (Merged into 9-1-3, *Technical Codes*)~~

SEC. 9-1-5 COPY OF CODES FILED WITH CLERK.

An official copy of each regulatory code adopted herein, and official copies of all amendments thereto, shall be kept on file in the office of the City Clerk or Chief Building Inspector. The copies shall be the official copies of the codes and the amendments.

(1971 Code, § 9-1-12)

~~ELECTRICAL CODE ADOPTED.~~

~~—The current edition of the North Carolina Electrical Code, as adopted by the North Carolina Building Code Council and as amended, is hereby adopted by reference as fully as though set forth herein. (Merged into 9-1-3, *Technical Codes*)~~

~~SEC. 9-1-6 RESIDENTIAL BUILDING CODE.~~

~~—The current edition of the North Carolina Residential Building Code, as adopted by the North Carolina Building Code Council is hereby adopted by reference as fully as though set forth herein. (Merged into 9-1-3, *Technical Codes*)~~

~~SEC. 9-1-7 AMENDMENTS TO CODES; GENERALLY.~~

~~—Amendments to the regulatory codes adopted by reference herein, which are from time to time adopted and published by the agencies or organizations referred to herein, shall be effective in the city at the time such amendments are filed with the City Clerk or Building Inspector as provided in section 9-1-10. (Removed)~~

~~SEC. 9-1-8 SAME; ELECTRICAL CODE; CONDUITS, STEEL, METALLIC TUBING OR METAL MOLDING REQUIRED IN FIRE DISTRICT AND PUBLIC BUILDINGS.~~

~~—All electrical repairs or permanent interior work done within the fire district and public buildings of the city shall be done either in conduit, steel or metallic tubing or metal molding.— (Merged into 9-1-4, *Compliance with Codes*)~~

~~SEC. 9-1-9 SAME; TEMPORARY ELECTRIC SERVICE STRUCTURES.~~

~~—(A) All temporary electric service structures shall be strongly built to withstand the strains imposed by the service wires and attached equipment under all existing conditions, and may be either of two types, as follows:~~

~~—(1) Pole type, minimum standards. Pole 25 to 30 feet overall, set five feet in the ground, bottom diameter ten inches, top diameter six inches. Meter six feet above ground.~~

~~—(2) Built up type, minimum standards. Upright four inches by six inches or equivalent, supported by 2 two-inch by six-inch braces properly located, with braces locked six feet above the ground. Meter six feet above ground.~~

~~—(B) All temporary service structures shall be located within 75 feet of the pole from which service connection is to be made.~~

~~—(C) The height of all temporary service structures and wires shall be such that a minimum clearance of 19 feet shall, at all times, be maintained over all streets, driveway, alleys and areas accessible to motor vehicles, and a minimum clearance of ten feet over sidewalks and lawns.~~

~~—(D) The specifications and requirements as to the installation of meters, groundings, clearance and wiring methods shall be the same as is provided by law for permanent installation.~~

~~—(E) Each temporary electrical service structure shall have at least one 115-volt three-pole grounded receptacle and at least one 230-volt polarized grounded receptacle. Any additional receptacles shall be three-pole grounded or polarized type receptacles.~~

~~—(F) All temporary electrical structures shall be inspected by the electrical inspector before any connection is made with any electrical service line.
(Ord. No. 2641, § 1, passed 6-10-1993) (Merged into 9-1-4, Compliance with Codes)~~

~~SEC. 9-1-10 COPIES OF CODES FILED WITH CLERK.~~

~~—An official copy of each regulatory code adopted herein, and official copies of all amendments thereto, shall be kept on file in the office of the City Clerk or Chief Building Inspector. The copies shall be the official copies of the codes and the amendments.
(1971 Code, § 9-1-12) (Moved to 9-1-5, Copy of Codes Filed with Clerk)~~

~~SEC. 9-1-11 COMPLIANCE WITH CODES.~~

~~—(A) All buildings or structures which are hereafter constructed, reconstructed, erected, altered, extended, enlarged, repaired, demolished or moved shall conform to the requirements, minimum standards, and other provisions of either the North Carolina State Building Code or the North Carolina State Residential Building Code, whichever is applicable, or of both if both are applicable.
—(B) Every building or structure intended for human habitation, occupancy or use shall have plumbing, plumbing systems or plumbing fixtures installed, constructed, altered, extended, repaired or reconstructed in accordance with the minimum standards, requirements and other provisions of the North Carolina Plumbing Code.
—(C) All mechanical systems consisting of heating, ventilating, air conditioning and refrigeration systems, fuel burning equipment and appurtenances shall be installed, erected, altered, repaired, used and maintained in accordance with the minimum standards, requirements and other provisions of the North Carolina Mechanical Code.
—(D) All electrical wiring, installations and appurtenances shall be erected, altered, repaired, used and maintained in accordance with the minimum standards, requirements and other provisions of the North Carolina Electrical Code. (Moved to 9-1-4, Compliance with Codes)~~

ARTICLE B. INSPECTIONS DIVISION

SEC. 9-1-20 ORGANIZATION OF DIVISION.

The Inspections Division of the city shall consist of building inspectors, and may also include a plumbing inspector, a mechanical inspector, an electrical inspector and such other inspectors as may be authorized by City Council.

(Ord. No. 1930, § 1, passed 12-8-1988)

SEC. 9-1-21 FUNCTIONS AND DUTIES

(A) It shall be the duty of the Inspections Division to enforce all of the provisions of this chapter and of the regulatory codes adopted herein, and to make all inspections necessary to determine whether the provisions of this chapter and those codes are being met, excepting for the provisions of this chapter designated to be enforced by the Code Enforcement Supervisor or officer.

(B) All inspectors shall give such oath for the faithful performance of their duties as may be required by the City Council.

(C) The administration and enforcement of this Chapter shall be the duty of the

Inspections Division unless otherwise stated, and said Division is hereby authorized and directed to take such lawful action as may be necessary to enforce the provisions of this Chapter.

(D) The Inspections Division, through the appointment of inspectors, shall have the full power, authority and duties prescribed by the general laws and ordinances applicable to the City to make inspections and to perform all other functions which are authorized or directed by law.

(E) Members of the Inspections Division shall have the right to enter public or private property at such reasonable times as may be necessary for the performance of their duties. Should the owner or occupant of any property refuse to permit such reasonable access, the Inspection Division shall proceed to obtain an administrative search warrant pursuant to G.S. § 15-27.2. No person shall obstruct, hamper or interfere with any such representative while in the process of carrying out their lawful duties.

(Ord. No. 97-89, § 16, passed 8-14-1997)

SEC. 9-1-22 INSPECTION PROCEDURE.

(A) Inspections

The Inspections Division shall inspect all buildings and structures and work therein for which a permit of any kind has been issued as often as necessary in order to determine whether the work complies with this chapter and the appropriate codes.

(1) When deemed necessary by the appropriate inspector, they may require the permit holder to have materials and assemblies inspected at the point of manufacture or fabrication, or inspections or tests to be made by approved and recognized inspection organizations; provided, no approval shall be based upon reports of such organizations unless the same are in writing and certified by a responsible officer of such organization.

(2) All holders of permits, or their agents, shall notify the Inspections Division at each stage of construction and shall give inspectors free access to the premises for the purpose of making inspections. Approval shall be obtained from the Inspections Division before subsequent work can be continued. The inspections required shall conform to the provisions of the North Carolina Administration and Technical Codes.

(B) Calls for inspection.

(1) Requests. Requests for inspections may be made electronically or in-person to the office of the Inspections Division. The Inspections Division shall make inspections as soon as practicable after a request is made, provided the work is ready for inspection at the time the request is made.

(2) Certificate of occupancy.

(a) A local government may, upon completion of work or activity undertaken pursuant to a development approval, make final inspections and issue a certificate of compliance or occupancy if staff finds that the completed work complies with all applicable State and local laws and with the terms of the approval. No building, structure, or use of land that is subject to a building permit required by Article 11 of the North Carolina General Statutes shall be occupied or used until a certificate of occupancy or temporary certificate pursuant to G.S. § 160D-1116 has been issued.

(3) Certificate of compliance; Temporary certificates of occupancy.

(a) At the conclusion of all work done under a building permit, the appropriate inspector shall make a final inspection, and, if the completed work complies with all applicable State and local laws and with the terms of the permit, a certificate of compliance shall be issued.

Except as provided by subsection (b) of this section, no new building or part thereof may be occupied, no addition or enlargement of an existing building may be occupied, and no existing building that has been altered or moved may be occupied, until the inspection department has issued a certificate of compliance.

(b) A temporary certificate of occupancy may be issued permitting occupancy for a stated period of time of either the entire building or of specified portions of the building if the inspector finds that the building may safely be occupied prior to its final completion. A permit holder may request and be issued a temporary certificate of occupancy if the conditions and requirements of State and local laws are met.

(c) Any person who owns, leases, or controls a building and occupies or allows the occupancy of the building or a part of the building before a certificate of compliance or temporary certificate of occupancy has been issued pursuant to subsection (a) or (b) of this section is guilty of a Class 1 misdemeanor.

State Law reference-

Administrative development approvals and determinations G.S. § 160D-403;

Certificates of compliance; temporary certificates of occupancy G.S. § 160D-1116;

SEC. 9-1-23 OVERSIGHT NOT TO LEGALIZE VIOLATION.

No oversight or dereliction of duty on the part of any inspector or other official or employee of the Inspections Division of the Planning and Development Services Department or the Code Enforcement Division of the Neighborhood and Business Services Department shall be deemed to legalize the violation of any provision of this chapter or any provision of any regulatory code herein adopted.

(Ord. No. 97-89, § 17, passed 8-14-1997; Ord. 19-045, § 1, passed 9-12-2019)

SEC. 9-1-24 ADMINISTRATIVE LIABILITY

No officer, agent, official (elected or appointed) or employee of the City shall render themselves personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties under this Chapter.

SEC. 9-1-25 CONFLICTS OF INTEREST.

(A) In accordance with G.S. § 160D-109, no staff member shall make a final decision on an administrative decision required by this Article if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance

(B) In accordance with and consistent with the above-referenced Statute, no officer or employee of the Inspections Division shall be financially interested in the furnishing of labor, material or appliances for the construction, alteration or maintenance of a building or any part thereof, or in the making of plans or specifications within the city's jurisdiction or the ETJ, unless they are the owner of the building. No officer or employee of the Inspections Division shall engage in any work which is inconsistent with their duties or with the interests of the city.

(C) In accordance with G.S. § 160D-1108, Staff members, agents, or contractors responsible for building inspections shall comply with G.S. § 160D-109(c). No member of the Inspections Division shall be financially interested or employed by a business that is financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of any building within the City's planning and development regulation jurisdiction or any part or system thereof, or in the making of plans or specifications therefor, unless he is the owner of the building. No member of an Inspections Division or other individual or an employee of a company contracting with the City to conduct building inspections shall engage in any work that is inconsistent with their duties or with the interest of the City, as determined by the City. The City must find a conflict of interest if any of the following is the case:

(1) If the individual, company, or employee of a company contracting to perform building inspections for the City has worked for the owner, developer, contractor, or project manager of the project to be inspected within the last two years.

(2) If the individual, company, or employee of a company contracting to perform building inspections for the City is closely related to the owner, developer, contractor, or project manager of the project to be inspected.

(3) If the individual, company, or employee of a company contracting to perform building inspections for the City has a financial or business interest in the project to be inspected.

(Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-26 REPORTS AND RECORDS.

The Inspections Division, and each inspector, shall keep complete and accurate records in a convenient form of all applications received, permits issued, inspections and re-inspections made, and all other work and activities of the Inspections Division, pursuant to the North Carolina Record Retention Laws. Periodic reports shall be submitted to the City Council, and to other agencies, as required.

SEC. 9-1-27 STOP WORK ORDERS.

(A) Stop work orders. Whenever any building or structure or part thereof is being demolished, constructed, reconstructed, altered or repaired in a hazardous manner, or in violation of any provision of this part or any other city ordinance, or in violation of any provision of any regulatory code herein adopted, or in violation of the terms of the permit or permits issued therefor, or in such manner as to endanger life or property, the appropriate inspector may order the work to be immediately stopped. Such work shall not be resumed until adequate measures are taken for the protection of life and property and satisfactory evidence is offered that further work will be prosecuted carefully, in a workmanlike manner, and in conformity with this article and other ordinances relating thereto. Violation of a stop work order shall constitute a Class 1 misdemeanor.

State Law reference- Stop work orders, G.S. § 160D-404(b)

(Ord. No. 97-89, § 18, passed 8-14-1997; Ord. No. 21-032, § 1, passed 6-21-2021)

ARTICLE B. FIRE LIMITS

SEC. 9-1-21 FIRE DISTRICT.

~~—Pursuant to and for the purposes of G.S. 160D-1128, the fire limits are hereby declared to be all areas designated as such on the official map of the City of Greenville, North Carolina, which is on file in the office of the City Clerk. Each time the City Council takes action establishing, altering or abolishing any part of the fire limits the City Manager shall promptly direct an appropriate city officer to amend the official map to reflect the action of the City Council. (Ord. No. 21-032, § 1, passed 6-21-2021)~~

~~SEC. 9-1-22 RESTRICTIONS WITHIN FIRE LIMITS.~~

~~—(A) As provided in G.S. 160D-1128, within the primary fire limits, no frame or wooden building or structure or addition thereto may be erected, altered, repaired or moved (either into the limits or from one place to another within the limits) except in accordance with a permit issued by the building inspector approved by the city council and by the Commissioner of Insurance or designee.~~

~~—(B) As provided in G.S. 160D-1128, within the secondary fire limits, no frame or wooden building or structure or addition thereto may be erected, altered, repaired, or moved, except that Type V construction, as defined by the North Carolina state Building Code, may be used in:~~

~~—(1) Nonresidential buildings if sprinkler systems are installed in accordance with the standards set forth in N.F.P.A. 13.~~

~~—(2) Buildings that combine residential and nonresidential uses if sprinkler systems are installed in accordance with N.F.P.A. 13.~~

~~—(3) Multi-family residential buildings if sprinkler systems are installed in accordance with N.F.P.A. 13-R.~~

~~(Ord. No. 14-042, passed 6-12-2014; Ord. No. 21-032, § 1, passed 6-21-2021)~~

~~SEC. 9-1-23 STRUCTURES PARTLY WITHIN AND PARTLY WITHOUT FIRE DISTRICT.~~

~~—Whenever any warehouse, residence or other structure of any kind shall be erected within the city, any part of which shall be within the fire limits when completed, then each and every part of the building and the land upon which the building shall be erected shall, for the purposes of this section and the following section, be considered to be within the fire limits, and the construction of the warehouse, residence or other structure shall be subject to the restrictions set forth in section 9-1-22.~~

~~(Ord. 14-042, passed 6-12-2014)~~

~~SEC. 9-1-24 SAME; CORRECTION OF DEFECTS UPON NOTICE.~~

~~—It shall be unlawful for the owner or builder erecting any warehouse, residence or other structure, which when completed shall be partly in the fire limits and partly outside the limits, upon notice from the Building Inspector, to fail or refuse to comply with the terms of the notice by correcting the defects pointed out in the notice, so as to make the entire building comply with the law as regards new buildings. Every week during which any defect in the building is willfully allowed to remain after notice from the local Building Inspector shall constitute a separate and distinct offense.— (Moved to Article D. Fire limits)~~

ARTICLE C. ENFORCEMENT PROVISIONS

SEC. 9-1-30 ENFORCEMENT OF BUILDING INSPECTION SERVICES AND HOUSING STANDARDS IN EXTRATERRITORIAL JURISDICTION OF CITY.

Pursuant to G.S. Chapter 160D, Article 2 of the General Statutes of North Carolina, the City Council hereby authorizes the extension and enforcement of building inspection services and minimum housing standards into the city's extraterritorial jurisdiction.

(Ord. No. 21-032, § 1, passed 6-21-2021)

Statutory reference: Extraterritorial jurisdiction, see G.S. § 160D-201

SEC. 9-1-31 BUILDING PERMITS.

(A) No person shall commence or proceed with the construction, alteration, repair, removal or demolition of any single building or other structure or part thereof without a written permit therefor from the Inspections Division except for building construction that is exempted from permit requirements under the North Carolina State Building Code. The copy of the permit shall be kept on the premises for public inspection during the prosecution of the work and until completion of the same. An identification placard showing the permit number signed by the Inspections Division shall be conspicuously posted on the site readily visible from the street.

(B) A permit for the demolition of any single building or structure or part thereof shall be issued only to the following:

- (1) A general contractor licensed by the North Carolina Licensing Board for General Contractors; or
- (2) A demolition contractor; or
- (3) An owner.

Any person receiving a permit under this subsection shall, in the performance of the work, comply with the state building code and all other applicable state and local laws, rules and regulations.

(C) No person shall erect, alter or repair any billboard or sign without first securing a permit from the Inspections Division except for sign construction that is exempt from permit requirements under the North Carolina State Building Code. Said exemption does not apply to any requirements for development approvals, including permits, issued by the Planning Division.

(D) All applications for permits required by this article shall be approved or disapproved by the Inspections Division within a reasonable period from the date of filing thereof. Such applications shall be approved if the work proposed to be done conforms to the requirements of this article, the zoning ordinance, and other ordinances relating thereto.

(E) Failure to apply for and obtain any required building permit prior to commencement of a construction, alteration, repair, removal or demolition, there shall be an additional fee in an amount of twice the permit fee itself or a minimum of \$100.00.

State Law reference- Building permits, G.S. § 160D-1110 et seq.

SEC. 9-1-32 LIMITATIONS ON ISSUANCE OF PERMITS

(A) No building permit shall be issued for any building or structure when the estimated total cost of which is more than outlined in the North Carolina General Statutes unless the work is to be performed by a licensed general contractor. Exceptions may be granted pursuant to G.S. § 87-14.

(B) No building permit shall be issued for any building or structure, other than a one- or two-family building or structure, if the estimated total cost of which more than that is outlined

in the North Carolina Administrative Code, unless the plans bear the North Carolina seal of a registered architect or a registered engineer.

(C) Where any provision(s) of the North Carolina General Statutes or of any ordinance require that work be done by a licensed specialty contractor of any kind, no permit for the work shall be issued unless it is to be performed by the licensed specialty contractor.

(D) Where detailed plans and specifications are required under this Chapter, no building permit shall be issued unless the plans and specifications have been provided.
State Law reference- Building permits, G.S. § 160D-1110

SEC. 9-1-33 APPLICATION FOR PERMIT.

Applications shall be completed and submitted electronically through the City's Inspections Division permitting software for all permits required by this Chapter. Such application shall be completed by the owner of the building or structure affected or by his authorized agent or representative. The owner shall authorize any work for which a building permit is required
State Law reference- Building permits, G.S. § 160D-1110

SEC. 9-1-34 ISSUANCE OF PERMIT.

When proper application for a permit has been made, and the appropriate inspector is satisfied that the application and the proposed work comply with the provisions of this Chapter and the appropriate technical and regulatory codes, upon payment of the proper fee or fees as provided in section 9-1-38, they shall issue the permit.

SEC. 9-1-35 REVOCATION OF PERMITS.

The Chief Building Inspector or their designee may revoke and require the return of any building permit by notifying the permit holder in writing stating the reason for the revocation. Building permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of any applicable State or local laws; or for false statements or misrepresentations made in securing the permit. Any building permit mistakenly issued in violation of an applicable State or local law may also be revoked.

State Law reference- Revocation of building permits, G.S. § 160D-1115;

SEC. 9-1-36 EXPIRATION OF BUILDING PERMITS.

Permits issued for the removal or demolition of any building shall expire six (6) months after the date of issuance. Permits issued for the construction, alteration or repair of any building shall expire six (6) months after the date of issuance if the work authorized by the permit has not been commenced. If, after the commencement of such work, the same is discontinued for a period of twelve (12) months, the permit shall immediately expire. No work authorized by any permit which has expired shall be done until a new permit is secured.

State Law reference- Expiration of building permits, G.S. § 160D-1111

SEC. 9-1-37 CHANGES IN WORK.

After a building permit has been issued, no changes or deviations from the terms of the application, plans and specifications, or the permit, except where changes or deviations are clearly permissible under the State Building Code, shall be made until specific written approval of proposed changes or deviations has been obtained from the Inspections Division.

State Law reference- Changes in work, G.S. § 160D-1112

SEC. 9-1-38 PERMIT FEES.

Fees for building, plumbing, mechanical and electrical permits shall be as fixed from time to time by the City Council, a schedule of which shall be maintained in the *City of Greenville Manual of Fees*.

SEC. 9-1-39 VIOLATIONS

It shall be unlawful for any person to violate any provision, standard, occupancy content, or other requirement of this Chapter or the regulatory and technical codes herein adopted or to refuse or fail to comply with any order of the City or of any inspector made in accordance with this Chapter or the regulatory and technical codes herein adopted. Each day shall be a subsequent violation.

(Ord. No. 1382, § 1, passed 3-8-1984)

SEC. 9-1-40 PENALTIES

(A) *Penalties.* A violation of this article may subject the violator to any or all of the following penalties.

(1) *Criminal.* The violation of any provisions of this article shall constitute a class 1 misdemeanor, as provided by G.S. § 160D-1124.

(2) *Civil.* A violation of any of the provisions of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

a. *First Violation.* A violation of an order issued by the building inspector shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

b. *Second Violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifth dollars (\$250.00).

c. *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(3) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this section must be paid to and received by the City's Financial Services Department within five business days from the date of issuance.

(4) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, if full payment for an assessed civil penalty is not timely received by the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

a. A civil action in the nature of a debt.

b. The use of a collections agency and the assessment of an administrative fee.

c. The use of the provisions of Chapter 105A (the Setoff Debt Collection Act) and N.C.G.S. § 18C-134

d. Equitable remedies issued by a court of competent jurisdiction.

e. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(5) Separate offenses. Each day's continuing violation shall be a separate and distinct offense. (Updated by Ord. No. 23-048, passed 6-8-2023)

ARTICLE C. INSPECTION DIVISION

~~SEC. 9-1-31 ORGANIZATION OF DIVISION.~~

~~—The Inspection Division of the city shall consist of building inspectors, and may also include a plumbing inspector, a mechanical inspector, an electrical inspector and such other inspectors or deputy or assistant inspectors as may be authorized by the governing body.~~

~~(Ord. No. 1930, § 1, passed 12-8-1988)~~

~~SEC. 9-1-32 GENERAL DUTIES OF DIVISION AND INSPECTORS.~~

~~—It shall be the duty of the Inspection Division to enforce all of the provisions of this chapter and of the regulatory codes adopted herein, and to make all inspections necessary to determine whether or not the provisions of this chapter and those codes are being met, excepting for the provisions of this chapter designated to be enforced by the Code Enforcement Supervisor or officer.~~

~~(Ord. No. 97-89, § 16, passed 8-14-1997)~~

~~SEC. 9-1-33 CONFLICTS OF INTEREST.~~

~~—(A) In accordance with G.S. 160A-109, no officer or employee of the Inspection Division shall make a final administrative decision if the outcome of the decision would have a direct, substantial, and readily identifiable financial impact on the officer or employee, or if the applicant or other person subject to that decision is a person with whom the officer or employee has a close familial, business, or other associational relationship. A "close familial relationship" shall include a spouse, parent, child, brother, sister, grandparent, or grandchild, the terms including step, half, and in-law relationships.~~

~~—(B) In accordance with and consistent with the above-referenced Statute, no officer or employee of the Inspection Division shall be financially interested in the furnishing of labor, material or appliances for the construction, alteration or maintenance of a building or any part thereof, or in the making of plans or specifications within the city's jurisdiction or the ETJ, unless he or she is the owner of the building. No officer or employee of the Inspection Division shall engage in any work which is inconsistent with his or her duties or with the interests of the city.~~

~~(Ord. No. 21-032, § 1, passed 6-21-2021)~~

~~SEC. 9-1-34 REPORTS AND RECORDS.~~

~~—The Inspection Division, and each inspector, shall keep complete, permanent and accurate records in convenient form of all applications received, permits issued, inspections and~~

reinspections made, and all other work and activities of the Inspection Division. Periodic reports shall be submitted to the City Council, and to other agencies, as required.

SEC. 9-1-35 INSPECTION PROCEDURE.

—(A) Inspections. The Inspection Division shall inspect all buildings and structures and work therein for which a permit of any kind has been issued as often as necessary in order to determine whether the work complies with this chapter and the appropriate codes.

—(1) When deemed necessary by the appropriate inspector, materials and assemblies may be inspected at the point of manufacture or fabrication, or inspections may be made by approved and recognized inspection organizations; provided, no approval shall be based upon reports of such organizations unless the same are in writing and certified by a responsible officer of the organization.

—(2) All holders of permits, or their agents, shall notify the Inspection Division and/or the appropriate inspector at each stage of construction as outlined in the North Carolina Administrative Code and Policies so that approval may be given before work is continued.

—(B) Calls for inspection:

—(1) Requests. Request for inspections may be made to the office of the Inspection Division or to the appropriate inspector. The Inspection Division shall make inspections as soon as practicable after request is made therefor, provided the work is ready for inspection at the time the request is made.

—(2) Reinspections may be made at the convenience of the inspector. No work shall be inspected until it is in proper and completed condition ready for inspection. All work which has been concealed before the inspection and approval shall be uncovered at the request of the inspector and placed in condition for proper inspection. Approval or rejection of the work shall be furnished by the appropriate inspector in the form of a notice posted on the building or given to the permit holder or his or her agent. Failure to call for inspections or proceeding without approval at each stage of construction shall be deemed a violation of this chapter.

—(3) Street or alley lines. Where the applicant for a permit proposes to erect any building or structure on the line of any street, alley or other public place, he or she shall secure a survey of the line of the street, alley or other public place, adjacent to the property upon which the building or structure is to be erected before proceeding with construction of the building or structure. It shall be the duty of the Building Inspector to verify that the building does not encroach upon the street, alley or other public place.

—(4) Certificate of occupancy. No new building or part thereof shall be occupied, and no addition or enlargement of any existing building shall be occupied, and no existing building after being altered or moved shall be occupied, and no change of occupancy shall be made in any existing building or part thereof, until the Inspection Division has issued a certificate of occupancy therefor. A temporary certificate of occupancy may be issued for a portion or portions of a building which may safely be occupied prior to final completion and occupancy of the entire building. Application for a certificate of occupancy may be made by the owner or his or her agent after all final inspections have been made for new buildings, or, in the case of existing buildings, after supplying the information and data necessary to determine compliance with this article, the appropriate regulatory codes and the Zoning Ordinance for the occupancy intended. The Inspection Division shall issue a certificate of occupancy when, after examination and inspection, it is found that the building in all respects conforms to the provisions of this article, the regulatory codes and the Zoning Ordinance for the occupancy intended.

~~SEC. 9-1-36 OVERSIGHT NOT TO LEGALIZE VIOLATION.~~

~~—No oversight or dereliction of duty on the part of any inspector or other official or employee of the Inspection Division or the Code Enforcement Division of the Planning and Development Services Department shall be deemed to legalize the violation of any provision of this chapter or any provision of any regulatory code herein adopted.—~~

~~(Ord. No. 97-89, § 17, passed 8-14-1997; Ord. 19-045, § 1, passed 9-12-2019)—~~

~~SEC. 9-1-37 POWERS OF INSPECTION OFFICIALS.~~

~~—(A) Authority. Inspectors are hereby authorized, empowered and directed to enforce all the provisions of this chapter and the regulatory codes herein adopted, excepting for the provisions of this chapter designated to be enforced by the Code Enforcement Supervisor or officer.~~

~~—(B) Right of entry. With an appropriate warrant or permission from the owner or occupant, inspectors shall have the right of entry on any premises within the jurisdiction of the regulatory codes herein adopted at reasonable hours for the purpose of inspection or enforcement of the requirements of this chapter and the applicable regulatory codes.~~

~~—(C) Stop orders. Whenever any building or structure or part thereof is being demolished, constructed, reconstructed, altered or repaired in a hazardous manner, or in violation of any provision of this part or any other city ordinance, or in violation of any provision of any regulatory code herein adopted, or in violation of the terms of the permit or permits issued therefor, or in such manner as to endanger life or property, the appropriate inspector may order the work to be immediately stopped. Such order shall be in writing and shall state the reasons therefor and the conditions under which the work may be resumed. Such order shall be delivered to the holder of the development approval and to the owner of the property involved (if that person is not the holder of the development approval) by personal delivery, electronic delivery, or first-class mail. The person or persons delivering the stop work order shall certify to the Planning and Development Services Director or their designee that the order was delivered and that certificate shall be deemed conclusive in the absence of fraud. Except as provided by G.S. 160D-1112 (Changes in Work) and G.S. 160D-1208 (Remedies), a stop work order may be appealed pursuant to G.S. 160D-405. No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal. Violation of a stop work order shall constitute a Class 1 misdemeanor.~~

~~(Ord. No. 97-89, § 18, passed 8-14-1997; Ord. No. 21-032, § 1, passed 6-21-2021) (Moved to Article B. Inspections Division)~~

ARTICLE D. FIRE LIMITS

SEC. 9-1-60 FIRE DISTRICT.

Pursuant to and for the purposes of G.S. § 160D-1128, the fire limits are hereby declared to be all areas designated as such on the official map of the City of Greenville, North Carolina, as may be amended from time to time, which is on file in the office of the City Clerk. Each time the City Council takes action establishing, altering or abolishing any part of the fire limits the City Manager shall promptly direct an appropriate city officer to amend the official map to reflect the action of the City Council.

(Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-61 RESTRICTIONS WITHIN FIRE LIMITS.

(A) As provided in G.S. § 160D-1128(c), within the primary fire limits of any city, as established and defined by ordinance, no frame or wooden building or structure or addition thereto shall hereafter be erected, altered, repaired, or moved, either into the limits or from one place to another within the limits, except upon the permit of the local inspection department approved by City Council and by the Commissioner of Insurance or their designee. The City Council may make additional regulations for the prevention, extinguishment, or mitigation of fires within the primary fire limits.

(B) As provided in G.S. § 160D-1128(d), within any secondary fire limits of any city or town, as established and defined by ordinance, no frame or wooden building or structure or addition thereto shall be erected, altered, repaired, or moved, except in accordance with any rules and regulations established by ordinance of the areas.

(Ord. No. 14-042, passed 6-12-2014; Ord. No. 21-032, § 1, passed 6-21-2021)

ARTICLE D. ENFORCEMENT

~~SEC. 9-1-51 ENFORCEMENT OF BUILDING INSPECTION SERVICES AND HOUSING STANDARDS IN EXTRATERRITORIAL JURISDICTION OF CITY.~~

~~—Pursuant to G.S. Chapter 160D, Article 2 of the General Statutes of North Carolina, the City Council hereby authorizes the extension and enforcement of building inspection services and minimum housing standards into the city's extraterritorial jurisdiction.~~

~~(Ord. No. 21-032, § 1, passed 6-21-2021)~~

~~Statutory reference:~~

~~—Extraterritorial jurisdiction, see G.S. 160D-201~~

~~SEC. 9-1-52 REGISTRATION OF CONTRACTORS.~~

~~—Every person carrying on the business of building contractor, plumbing contractor, heating-air conditioning contractor or electrical contractor within the city shall register at the office of the Inspection Division, giving name and place of business.~~

~~SEC. 9-1-53 PERMITS REQUIRED.~~

~~—(A) Building permit.~~

~~—(1) No person shall commence or proceed with the construction, reconstruction, alteration, repair, removal or demolition of any building or other structure, or any part thereof, without a written permit therefor from the Inspection Division; provided, however, that no building permit shall be required for work the total cost of which does not exceed \$5,000 and which does not involve any change of the load-bearing structural parts or the stairways, elevators, fire escapes or other means of egress of the building or the structure in question. County Board of Health approval of a septic tank is required.~~

~~—(2) In all cases of removal or demolition of a building or structure, a good and sufficient bond may be required to be posted by the property owner or by his or her contractor at the time of application for a permit, to insure complete removal or demolition, including all rubble and debris. Failure on the part of the property owner or his or her contractor to completely demolish, remove and clear the premises, after 30 days' notice by the Building Inspector, shall be cause for forfeiture of the bond.~~

~~—(B) Plumbing permit. No person shall commence or proceed with the installation, extension or general repair of any plumbing system without a written permit therefor from the Inspection Division; provided, however, no permit shall be required for minor repairs or replacements on the house side of a trap to an installed system of plumbing if the repairs or replacements do not disrupt the original water supply or the waste or ventilating systems.~~

~~—(C) Mechanical permit. No person shall commence or proceed with the installation, extension, alteration or general repair of any heating or cooling equipment system without a written permit from the Inspection Division; provided, however, no permit shall be required for minor repairs or minor burner services or filter replacements of warm air furnaces or cooling systems.~~

~~—(D) Electrical permit. No person shall commence or proceed with the installation, extension, alteration or general repair of any electrical wiring, devices, appliances or equipment without a written permit therefor from the Inspection Division; provided, however, no permit shall be required for minor repair work such as the replacement of lamps or the connection of portable devices to suitable receptacles which have been permanently installed; provided, further, no permit shall be required for the installation, alteration or repair of the electrical wiring, devices, appliances and equipment installed by or for an electrical public utility corporation for the use of the corporation in the generation, transmission, distribution or metering of electrical energy.~~

~~Statutory reference:~~

~~—Permits for construction, alteration or demolition of buildings, see G.S. 160D-1110 et seq.~~

SEC. 9-1-54 APPLICATION FOR PERMIT.

~~—(A) Written application shall be made for all permits required by this chapter, and shall be made on forms provided by the Inspection Division.~~

~~—(B) Such application shall be made by the owner of the building or structure affected or by his or her authorized agent or representative, and, in addition to such other information as may be required by the appropriate inspector to enable him or her to determine whether the permit applied for should be issued, shall show the following:~~

~~—(1) Name, residence and business address of owner;~~

~~—(2) Name, residence and business of authorized representative or agent, if any; and~~

~~—(3) Name and address of the contractor, if any, together with evidence that he or she has obtained a certificate from the appropriate state licensing board for such contractors, if such be required for the work involved in the permit for which application is made.~~

SEC. 9-1-55 PLANS AND SPECIFICATIONS.

~~—Detailed plans and specifications shall accompany each application for a permit when the estimated total cost of the building or structure is in excess of \$90,000 and for any other building or structure where plans and specifications are deemed necessary by the appropriate inspector in order for him or her to determine whether the proposed work complies with the appropriate regulatory codes. Plans shall be drawn to scale with sufficient clarity to indicate the nature and extent of the work proposed, and the plans and specifications together shall contain information sufficient to indicate that the work proposed will conform to the provisions of this chapter and the appropriate regulatory codes. Where plans and specifications are required, a copy of the same shall be kept at the work until all authorized operations have been completed and approved by the appropriate inspector.~~

SEC. 9-1-56 LIMITATIONS ON ISSUANCE OF PERMITS.

- ~~—(A) No building permit shall be issued for any building or structure, the estimated total cost of which is more than \$30,000 unless the work is to be performed by a licensed general contractor.~~
- ~~—(B) No building permit shall be issued for any building or structure, other than a one or two-family dwelling, if the estimated total cost of which is more than that outlined in section 302.4 of the North Carolina Administration and Enforcement Requirements Code, unless the plans bear the North Carolina seal of a registered architect or a registered engineer.~~
- ~~—(C) Where any provisions of the General Statutes of North Carolina or of any ordinance require that work be done by a licensed specialty contractor of any kind, no permit for the work shall be issued unless it is to be performed by the licensed specialty contractor.~~
- ~~—(D) Where detailed plans and specifications are required under this chapter, no building permit shall be issued unless the plans and specifications have been provided.~~

~~SEC. 9-1-57 ISSUANCE OF PERMIT.~~

~~—When proper application for a permit has been made, and the appropriate inspector is satisfied that the application and the proposed work comply with the provisions of this article and the appropriate regulatory codes, he or she shall issue the permit, upon payment of the proper fee or fees as hereinafter provided in section 9-1-61.~~

~~SEC. 9-1-58 REVOCATION OF PERMITS.~~

~~—Permits may be revoked in accordance with state law.~~

~~SEC. 9-1-59 TIME LIMITATIONS ON VALIDITY OF PERMITS.~~

~~—All permits issued under this chapter shall expire by limitation six months after the date of issuance if the work authorized by the permit has not been commenced. If after commencement the work is discontinued for a period of 12 months, the permit therefor shall immediately expire. No work authorized by any permit which has expired shall thereafter be performed until a new permit therefor has been secured.~~

~~SEC. 9-1-60 CHANGES IN WORK.~~

~~—After a permit has been issued, changes or deviations from the terms of the application and permit, or changes or deviations from the plans or specifications involving any work under the jurisdiction of this chapter or of any regulatory code adopted herein, shall not be made until specific written approval of the changes or deviations has been obtained from the appropriate inspector.~~

~~SEC. 9-1-61 PERMIT FEES.~~

~~—Fees for building, plumbing, mechanical and electrical permits shall be as fixed from time to time by the City Council, a schedule of which shall be maintained in the City of Greenville Manual of Fees.~~

~~SEC. 9-1-62 PENALTIES FOR VIOLATION OF REGULATORY CODES.~~

- ~~—(A) Any violation of Article A of this chapter, specifically including violation of any regulatory codes adopted in that article of this chapter, shall subject the offender to a civil penalty of \$50. Violators shall be issued a written citation which must be paid within 72 hours.~~
- ~~—(B) Each day's continuing violation shall be a separate and distinct offense.~~

~~—(C) Notwithstanding subsection (A) above, provisions of Article A may be enforced through equitable remedies issued by a court of competent jurisdiction.~~

~~—(D) In addition to, or in lieu of, remedies authorized in subsections (A) and (C) above, violations of Article A may be prosecuted as a misdemeanor in accordance with G.S. 160A-175.—~~

~~(Ord. No. 1382, § 1, passed 3-8-1984) (Moved to Article C. Enforcement Provisions)~~

ARTICLE E. UNSAFE BUILDINGS CONDEMNED

Statute Reference: G.S. § 160D-1119 – 160D-1125

SEC. 9-1-70 DESIGNATION OF UNSAFE BUILDINGS

(A) Every building that shall appear to the inspector to be especially dangerous to life because of its liability to fire or because of bad condition of walls, overloaded floors, defective construction, decay, unsafe wiring or heating systems, inadequate means of egress, or other causes shall be held to be unsafe, and the inspector shall affix a notice of the dangerous character of the structure to a conspicuous place on the exterior wall of the building.

(B) Nonresidential Building or Structure. In addition to the authority granted in subsection (A) of this section, an inspector may declare a nonresidential building or structure within a community development target area to be unsafe if it meets all of the following conditions:

(1) It appears to the inspector to be vacant or abandoned.

(2) It appears to the inspector to be in such dilapidated condition as to cause or contribute to blight, disease, vagrancy, or fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities that would constitute a public nuisance.

(C) Notice Posted on Structure. If an inspector declares a nonresidential building or structure to be unsafe under subsection (B) of this section, the inspector must affix a notice of the unsafe character of the structure to a conspicuous place on the exterior wall of the building. For the purposes of this section, the term "community development target area" means an area that has characteristics of an urban progress zone under G.S. § 143B-437.09, a "nonresidential redevelopment area" under G.S. § 160A-503(10), or an area with similar characteristics designated by the City Council as being in special need of revitalization for the benefit and welfare of its citizens.

(D) Applicability to Residential Structures. – The City Council may expand subsections (B) and (C) of this section to apply to residential buildings by adopting an ordinance. Before adopting such an ordinance, The City Council shall hold a legislative hearing with published notice as provided by G.S. § 160D-601.

SEC. 9-1-71 REMOVING NOTICE FROM CONDEMNED BUILDING

If any person shall remove any notice that has been affixed to any building or structure by the Inspection Division and that states the dangerous character of the building or structure, that person shall be guilty of a Class 1 misdemeanor.

SEC. 9-1-72 FAILURE TO TAKE CORRECTIVE ACTION

If the owner of a building or structure that has been condemned as unsafe pursuant to Sec.9-1-70, fails to take prompt corrective action, the Inspections Division shall give written notice, by certified mail to the owner's last known address or by personal service, of all of the following:

(1) That the building or structure is in a condition that appears to meet one or more of the following conditions:

(a) Constitutes a fire or safety hazard.

(b) Is dangerous to life, health, or other property.

(c) Is likely to cause or contribute to blight, disease, vagrancy, or danger to children.

(d) Has a tendency to attract persons intent on criminal activities or other activities that would constitute a public nuisance.

(2) That an administrative hearing will be held before the inspector at a designated place and time, not later than 10 days after the date of the notice, at which time the owner will be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter.

(3) That following the hearing, the inspector may issue such order to repair, close, vacate, or demolish the building or structure as appears appropriate. If the name or whereabouts of the owner cannot, after due diligence, be discovered, the notice shall be considered properly and adequately served if a copy is posted on the outside of the building or structure in question at least 10 days prior to the hearing and a notice of the hearing is published in a newspaper having general circulation in the City of Greenville at least once not later than one week prior to the hearing.

SEC. 9-1-73 ORDER TO TAKE CORRECTIVE ACTION

If, upon a hearing held pursuant to the notice prescribed in Sec. 9-1-72, the inspector shall find that the building or structure is in a condition that constitutes a fire or safety hazard or renders it dangerous to life, health, or other property, the inspector shall make an order in writing, directed to the owner of such building or structure, requiring the owner to remedy the defective conditions by repairing, closing, vacating, or demolishing the building or structure or taking other necessary steps, within such period, not less than 60 days, as the inspector may prescribe, provided that where the inspector finds that there is imminent danger to life or other property, the inspector may order that corrective action be taken in such lesser period as may be feasible.

SEC. 9-1-74 APPEALS; FINALITY OF ORDER IF NOT APPEALED

Any owner who has received an order under Sec. 9-1-73 may appeal from the order to the City Council by giving notice of appeal in writing to the Inspections Division and to the City Clerk within 10 days following issuance of the order. In the absence of an appeal, the order of the inspector is final. The City Council shall hear an appeal in accordance with G.S. § 160D-406 and render a decision within a reasonable time. The City Council may affirm, modify and affirm, or revoke the order.

SEC. 9-1-75 FAILURE TO COMPLY WITH ORDER

If the owner of a building or structure fails to comply with an order issued pursuant to Sec. 9-1-73 from which no appeal has been taken or fails to comply with an order issued by the City Council following an appeal, the owner is guilty of a Class 1 misdemeanor.

SEC. 9-1-76 ENFORCEMENT

(A) Action Authorized. Whenever any violation is denominated a misdemeanor under the provisions of this Article, the Inspections Division, either in addition to or in lieu of other remedies, may initiate any appropriate action or proceedings to prevent, restrain, correct, or abate the violation or to prevent the occupancy of the building or structure involved.

(B) Removal of Building. In the case of a building or structure declared unsafe under Sec. 9-1-70, the Inspections Division may, in lieu of taking action under subsection (a) of this section, cause the building or structure to be removed or demolished. The amounts incurred by the City in connection with the removal or demolition are a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as liens for special assessments provided in Article 10 of Chapter 160A of the General Statutes. If the building or structure is removed or demolished by the City, the City shall sell the usable materials of the building and any personal property, fixtures, or appurtenances found in or attached to the building. The City shall credit the proceeds of the sale against the cost of the removal or demolition. Any balance remaining from the sale shall be deposited with the clerk of superior court of the county where the property is located and shall be disbursed by the court to the person found to be entitled thereto by final order or decree of the court.

(C) Additional Lien. The amounts incurred by the City in connection with the removal or demolition are also a lien against any other real property owned by the owner of the building or structure and located within the City's planning and development regulation jurisdiction, and for cities without extraterritorial planning and development jurisdiction, within one mile of the city limits, except for the owner's primary residence. The provisions of subsection (b) of this section apply to this additional lien, except that this additional lien is inferior to all prior liens and shall be collected as a money judgment.

(D) Nonexclusive Remedy. Nothing in this section shall be construed to impair or limit the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

SEC. 9-1-77 NOTICE OF LIS PENDENS

(A) Filing a Notice of Lis Pendens. Any time after an inspector issues a written notice under Sec. 9-1-72 applicable to a residential building or structure, any inspector may file a Notice of Lis Pendens with the Clerk of Superior Court of the county where the property is located. A copy of the written notice or a copy of the order to take corrective action shall be attached to the lis pendens. The Notice of Lis Pendens and a copy of the written notice or order to take corrective action shall be indexed and cross-indexed in accordance with the indexing procedures of G.S. § 1-117. From the date and time of indexing, the written notice or order to take corrective action shall be binding upon the successors and assigns of the owners of and parties in interest in the building or structure, including any lienholders and tenants who may be determined by the exercise of reasonable diligence in accordance with G.S. § 160D-1121 and the methods of

service procedures set forth in Title 9, Chapter 1, Article E, Sec. 9-1-72. The notice of lis pendens shall remain in full force and effect until it is cancelled.

(B) Cancellation of Notice of Lis Pendens. Any Inspector may cancel the notice lis pendens upon a determination by that Inspector that the property fully complies with Title 9, Chapter 1, Article E, "Unsafe Buildings condemned" or if the enforcement action is settled, discontinued or abated. Cancellation of the notice of lis pendens must be made in a writing signed by the Inspector and filed with the Clerk of Superior Court where the property is located.

SEC. 9-1-78 Administrative Fees and Costs

(1) In addition to any other charge, any owner of a building or structure located within the city and its extraterritorial jurisdiction shall be subject to any actual costs incurred by the City in obtaining service including but not limited to, legal publication and personal delivery costs for notices, and orders upon the finding at the hearing held pursuant Sec. 9-1-72, that the building or structure is in an unsafe condition as defined by this Article or State law.

~~ARTICLE E. REPAIR, CLOSING OR DEMOLITION OF ABANDONED STRUCTURES~~

~~SEC. 9-1-71 FINDING; INTENT.~~

~~—It is hereby found that there exist within the city abandoned structures which the City Council finds to be hazardous to the health, safety and welfare of the residents of the city due to the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities. Therefore, pursuant to the authority granted by G.S. 160D-1201, it is the intent of this article to provide for the repair, closing or demolition of any such abandoned structures in accordance with the same provisions and procedures as are set forth by law for the repair, closing or demolition of dwellings unfit for human habitation.~~

~~(Ord. No. 756, passed 2-9-1978; Ord. No. 21-032, § 1, passed 6-21-2021)~~

~~SEC. 9-1-72 DUTIES OF CODE ENFORCEMENT Coordinator AND OFFICER.~~

~~—The Code Enforcement Coordinator and officer are hereby designated as the city officers to enforce the provisions of this article. It shall be the duty of the Code Enforcement Coordinator and officer:~~

~~—(A) To locate abandoned structures within the city and determine which structures are in violation of this article;~~

~~—(B) To take such action pursuant to this article as may be necessary to provide for the repair, closing or demolition of the structures;~~

~~—(C) To keep an accurate record of all enforcement proceedings begun pursuant to the provisions of this article; and~~

~~—(D) To perform such other duties as may be prescribed herein or assigned to him or her by the City Council.—~~

~~(Ord. No. 756, passed 2-9-1978; Ord. No. 97-89, §§ 6, 7, passed 8-14-1997)—~~

~~SEC. 9-1-73 POWERS OF CODE ENFORCEMENT Coordinator AND OFFICER.~~

~~—The Code Enforcement Coordinator and officer are authorized to exercise such powers as may be necessary to carry out the intent and provisions of this article, including the following powers in addition to others herein granted:~~

~~—(A) To investigate the conditions of buildings within the city in order to determine which structures are abandoned and in violation of this article;~~
~~—(B) To enter upon premises for the purpose of making inspections;~~
~~—(C) To administer oaths and affirmations, examine witnesses and receive evidence; and~~
~~—(D) To designate such other officers, agents and employees of the city as he or she deems necessary to carry out the provisions of this article.~~
~~(Ord. No. 756, passed 2-9-1978; Ord. No. 97-89, §§ 6, 8, passed 8-14-1997)~~

SEC. 9-1-74 STANDARDS FOR ENFORCEMENT.

~~—(A) Every abandoned structure within the city shall be deemed in violation of this article whenever the structure constitutes a hazard to the health, safety or welfare of the city citizens, as a result of:~~
~~—(1) The attraction of insects or rodents;~~
~~—(2) Conditions creating a fire hazard;~~
~~—(3) Dangerous conditions constituting a threat to children; or~~
~~—(4) Frequent use by vagrants as living quarters in the absence of sanitary facilities.~~
~~—(B) In making the preliminary determination of whether or not an abandoned structure is in violation of this article, the Code Enforcement Coordinator or officer may, by way of illustration and not limitation, consider the presence or absence of the following conditions:~~
~~—(1) Holes or cracks in the structure's floors, walls, ceilings or roof which might attract or admit rodents and insects, or become breeding places for rodents and insects;~~
~~—(2) The collection of garbage or rubbish in or near the structure which might attract rodents and insects, or become breeding places for rodents and insects;~~
~~—(3) Violations of the State Building Code, the State Electrical Code or the Fire Prevention Code, which constitute a fire hazard in the structure;~~
~~—(4) The collection of garbage, rubbish or combustible material which constitutes a fire hazard in the structure;~~
~~—(5) The use of the structure or nearby grounds or facilities by children as a play area;~~
~~—(6) Violations of the State Building Code which might result in danger to children using the structure or nearby grounds or facilities as a play area; and~~
~~—(7) Repeated use of the structure by transients and vagrants, in the absence of sanitary facilities, for living, sleeping, cooking or eating.~~
~~(Ord. No. 756, passed 2-9-1978; Ord. No. 97-89, § 6, passed 8-14-1997)~~

SEC. 9-1-75 PROCEDURE FOR ENFORCEMENT.

~~—(A) Preliminary investigation; notice; hearing. Whenever a petition is filed with the Code Enforcement Coordinator or officer by at least five residents of the city charging that any structure exists in violation of this article, or whenever it appears to the Code Enforcement Coordinator or officer, upon inspection, that any structure exists in violation hereof, he or she shall, if his or her preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in the structure a complaint stating the charges and containing a notice that a hearing will be held before the Code Enforcement Coordinator or officer at a place therein fixed, not less than ten nor more than 30 days after the serving of the complaint. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person or otherwise, and give testimony at the place and time fixed in the complaint. Notice of the hearing shall also be given to at least one of the persons~~

signing a petition relating to the structure. Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Code Enforcement Coordinator or officer.

—(1) ~~Filing a Notice of Lis Pendens.~~ After a Code Enforcement Coordinator or officer issues a complaint and a notice of hearing or issues findings of fact and an order pursuant thereto, any Code Enforcement Coordinator or officer may file a notice of lis pendens with the Clerk of Superior Court of the county where the property is located. A copy of the complaint and notice of hearing or a copy of the findings of fact and order shall be attached to the notice of lis pendens. The notice of lis pendens and a copy of the complaint and notice or findings of fact and order shall be indexed and cross-indexed in accordance with the indexing procedures of G.S. 1-117. From the date and time of indexing, the complaint and notice or findings of fact and order shall be binding upon the successors and assigns of the owners of and parties in interest in the building or dwelling at the time of filing. When the notice of lis pendens is filed with the Clerk, it shall also be served on the owners and parties in interest in the building or dwelling, including any 103lienholders and tenants who may be determined by the exercise of reasonable diligence in accordance with G.S. 160D-1206 and the method of service procedures set forth in Title 9, Chapter 1, Article E, Sec. 9-1-76 "Methods of Service of Complaints and Orders." The notice of lis pendens shall remain in full force and effect until it is cancelled.

—(2) ~~Cancellation of Notice of Lis Pendens.~~ Any Code Enforcement Coordinator or officer may cancel the notice of lis pendens upon a determination by the Code Enforcement Coordinator or officer that the property fully complies with Title 9, Chapter 1, Article E, "Repair, Closing or Demolition of Abandoned Structures" or if the enforcement action is settled, discontinued or abated. Cancellation of the notice of lis pendens must be made in a writing signed by the Code Enforcement Coordinator or officer and filed with the Clerk of Superior Court where the property is located.

—(B) ~~Procedure after hearing.~~ After such notices and hearing, the Code Enforcement Coordinator or officer shall state in writing his or her determination whether the structure violates this article. If the Code Enforcement Coordinator or officer determines that the dwelling is in violation, he or she shall state in writing his or her findings of fact to support that determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to either repair, alter and improve the structure or else remove or demolish the same within specified period of time, not to exceed 90 days.

—(C) ~~Failure to comply with order.~~

—(1) ~~In personam remedy.~~ If the owner of any structure shall fail to comply with an order of the Code Enforcement Coordinator or officer within the time specified therein, the Code Enforcement Coordinator or officer may submit to the City Council at its next regular meeting a resolution directing the City Attorney to petition the Superior Court for an order directing the owner to comply with the order of the Code Enforcement Coordinator or officer, as authorized by G.S. 160D-1208(d).

—(2) ~~In rem remedy.~~ After failure of an owner of a structure to comply with an order of the Code Enforcement Coordinator or officer within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in the preceding subsection (C)(1), the Code Enforcement Coordinator or officer shall submit to the City Council an ordinance ordering the Code Enforcement Coordinator or officer to cause the structure to be removed or demolished,

as provided in the original order of the Code Enforcement Coordinator or officer and pending the removal or demolition, to placard the dwelling as provided by G.S. 160D-1203.

—(D) ~~Petition to Superior Court by owner. Any person aggrieved by an order issued by the Code Enforcement Coordinator or officer shall have the right, within 30 days after issuance of the order, to petition the Superior Court for a temporary injunction restraining the Code Enforcement Coordinator or officer pending a final disposition of the cause, as provided by G.S. 160D-1208(d).~~

~~(Ord. No. 756, passed 2-9-1978; Ord. No. 97-89, § 6, passed 8-14-1997; Ord. No. 21-032, § 1, passed 6-21-2021; Ord. No. 22-017, § 1, passed 2-10-2022)~~

~~SEC. 9-1-75.1 VACATED AND CLOSED STRUCTURES.~~

—(A) ~~If the City Council shall have adopted an ordinance, or the Code Enforcement Coordinator or officer shall have issued an order, ordering an abandoned structure to be repaired, altered, or improved as provided in section 9-1-75, and if the owner has vacated and closed the structure and kept the structure vacated and closed for a period of six months pursuant to the ordinance or order, then if the City Council shall find that the owner has abandoned the intent and purpose to repair, alter or improve the structure and that the continuation of the structure in its vacated and closed status would be inimical to the health, safety, morals and welfare of the city in that the structure would continue to deteriorate, and would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, and would cause or contribute to blight and the deterioration of property values in the area, then in such circumstances, the City Council may, after the expiration of the six-month period, enact an ordinance and serve the ordinance on the owner, setting forth the following:~~

—(1) ~~If it is determined that the repair of the structure can be made at a cost not exceeding 50% of the then current value of the structure, the ordinance shall require that the owner either repair or demolish and remove the structure within 90 days; or~~

—(2) ~~If it is determined that the repair of the structure cannot be made at a cost not exceeding 50% of the then current value of the structure, the ordinance shall require that the owner demolish and remove the structure within 90 days.~~

—(B) ~~An ordinance adopted pursuant to this section shall be recorded in the office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with that ordinance, the Code Enforcement Coordinator or officer shall effectuate the purpose of the ordinance. The cost to repair or demolish and remove the dwelling shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have priority and be collected in the same manner as the lien for special assessments established by G.S. Chapter 160A, Article 10.~~

~~(Ord. No. 97-89, § 13, passed 8-14-1997; Ord. No. 05-106, § 1, passed 9-8-2005)~~

~~SEC. 9-1-76 METHODS OF SERVICE OF COMPLAINTS AND ORDERS.~~

—(A) ~~Complaints and orders issued by the Code Enforcement Coordinator or officer under this article shall be served upon persons either personally or by registered or certified mail and, in conjunction therewith, may be served by regular mail. When the manner of service is by regular mail in conjunction with registered or certified mail, and the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten days after mailing, service shall be deemed sufficient. The person mailing the notice or order by regular~~

mail shall certify that fact and the date thereof, and the certificate shall be conclusive in the absence of fraud.

—(B) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Code Enforcement Coordinator or officer in the exercise of reasonable diligence, and the Code Enforcement Coordinator or officer makes an affidavit to that effect, then the serving of the complaint or order upon the unknown owners or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.—

(Ord. No. 756, passed 2-9-1978; Ord. No. 1252, § 1, passed 2-10-1983; Ord. No. 97-89, §§ 6, 12, passed 8-14-1997)

—(C) Each owner of rental property located within the city shall authorize a person residing in Pitt County to serve as his or her agent for the purpose of accepting service of process under this section. The owner shall provide, on a form supplied by the City Clerk, the authorized agent's name and address. The owner shall notify the City Clerk of any changes in the information provided not less than ten days after such changes have occurred. Nothing in this subsection shall be interpreted to require an owner to designate an agent to accept service of process where the owner of the rental property resides within Pitt County. The initial failure of an owner to authorize an agent, as required in this subsection, will not result in the imposition of a civil penalty as hereinafter authorized; however, a civil penalty will be imposed if an owner fails to authorize an agent and fails to provide to the City Clerk, on the form supplied by the City Clerk, the authorized agent's name and address not less than ten days after being notified by the Code Enforcement Coordinator or officer that such a designation is required under this subsection. Any violation of the provisions of this subsection or a failure to comply with any of its requirements will subject the offender to a civil penalty in the amount of \$50. Each ten-day period or part thereof in which a violation continues shall be considered a separate violation for the purpose of the civil penalty provided by this subsection.

(Ord. No. 01-121, § 1, passed 9-13-2001)—

Statutory reference:

—Service of complaints and orders, see G.S. 160D-1206

~~SEC. 9-1-77 IN REM ACTION BY CODE ENFORCEMENT COORDINATOR OR OFFICER; PLACARDING.~~

—(A) After failure of an owner of a structure to comply with an order of the Code Enforcement Coordinator or officer issued pursuant to the provisions of this article, and upon adoption by the City Council of an ordinance authorizing and directing him or her to do so, as provided by G.S. 160D-1203(6), Session Law 2005-200, and section 9-1-75(C) of this article, the Code Enforcement Coordinator or officer shall proceed to cause the structure to be removed or demolished, as directed by the ordinance of the City Council and shall cause to be posted on the main entrance of the structure a placard prohibiting the use or occupation of the structure. Use or occupation of a building so posted shall constitute a misdemeanor.

—(B) Each such ordinance shall be recorded in the office of the Register of Deeds of Pitt County, and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. 160D-1203(6).

(Ord. No. 756, passed 2-9-1978; Ord. No. 97-89, § 6, passed 8-14-1997; Ord. No. 21-032, § 1, passed 6-21-2021)

~~SEC. 9-1-78 COSTS; A LIEN ON PREMISES.~~

~~—As provided by G.S. 160D-1203(7), the amount of the cost of any removal or demolition caused to be made or done by the Code Enforcement Coordinator or officer pursuant to this article shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority and be enforced and the costs collected as provided by G.S. Chapter 160A, Article 10.~~

~~(Ord. No. 756, passed 2-9-1978; Ord. No. 97-89, § 6, passed 8-14-1997; Ord. No. 21-032, § 1, passed 6-21-2021)~~

~~SEC. 9-1-79 ALTERNATIVE REMEDIES.~~

~~—Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process, and the enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.—~~

~~(Ord. No. 756, passed 2-9-1978) (Merged into Article F. *Minimum Housing*)~~

ARTICLE F. MINIMUM HOUSING CODE

SEC. 9-1-90 MINIMUM HOUSING CODE

The rules and regulations prescribed by this article shall be known and may be cited as “The Minimum Housing Code of the City of Greenville” and may be referred to in this article as “this code.”

SEC. 9-1-91 FINDING; PURPOSE.

(A) Pursuant to G.S. 160D-1201, it is hereby found and declared that there exists in the city dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such buildings or structures unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the city.

(B) In order to protect the health, safety and welfare of the residents of the city as authorized by G.S. Chapter 160D, Article 12 of the North Carolina General Statutes, it is the purpose of this article to establish minimum standards of fitness and requirements for the initial and continued occupancy of all dwellings used for human habitation, as expressly authorized by G.S. § 160D-1201-160D-1212. This section does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities, except as provided in this Chapter.

(C) The purpose of this Article is to remedy and prevent the decay and deterioration of dwellings and to eliminate blighted neighborhoods by providing standards for dwellings for the protection of the life, health, safety, welfare and property of the general public and owners and occupants of dwellings.

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-92 SCOPE

The provisions of this Article shall apply to any dwelling within the corporate limits of the City and beyond and surrounding the corporate limits within a line which constitutes the boundary of the City's extraterritorial jurisdiction, as described on the map maintained in the office of the City Clerk, as the same may be amended from time to time, as provided by law. Portable, mobile or demountable dwellings, including trailers, when used or intended for use for housing or occupancy within the city shall be subject to the applicable provisions of this Article.

SEC. 9-1-~~93~~⁹² DEFINITIONS.

~~Whenever the words "dwelling, dwelling unit, rooming house, rooming unit, premises" are used in this article, they shall be construed as though they were followed by the words "or any part thereof."~~ (a) For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandoned Structure. Any dwelling thereon that has been vacant or not in active use, regardless of purpose or reason, for the past six (6) month period and is maintained in an uninhabitable condition or a condition of disrepair or deterioration and which is determined by the Code Enforcement Supervisor or officer to be unfit for human habitation or occupancy based upon the standards as set forth in this Article.

Accessory Structure. A structure that is a detached building, like a shed, that is on the same lot as the main building or structure, but is used for a different purpose other than a dwelling.

Basement. A story having a clear height of at least seven (7) feet from finished floor to finished ceiling, the floor level of which is below finished grade but not less than four (4) feet below the average finished grade, having floor and walls of approved construction, and/or having direct access to light and air from windows located above the level of the adjoining ground.

Building. Any structure enclosed and isolated by exterior walls constructed or used for residence, business, industry or other public or private purposes, or accessory hereto, and also tents, fences and similar structures whether stationary or movable.

Cellar. A portion of a building or structure which is located partly or wholly underground, having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

Certificate of Compliance. Written certification by the Code Enforcement Supervisor or officer that a building or structure is in compliance with this Article.

Close. Securing the building or structure so that unauthorized persons cannot gain entrance to the building.

Code Enforcement Supervisor or officer. ~~A Code Enforcement Coordinator or officer of the City of Greenville or any agent of the Code Enforcement Coordinator or officer who is authorized by him or her to enforce the provisions of this article.~~ The person(s) authorized to enforce the provisions of this article.

Demolish. Means the demolition and removal of the entire dwelling leaving the property free and clear of any debris and without holes or pockets which may retain water.

Deteriorated. ~~A dwelling unfit for human habitation and can be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50% of its value.~~ A dwelling that is unsafe or unfit for human habitation and can be repaired,

altered or improved to comply with all of the minimum standards of fitness established by this Article at a cost not in excess of 50 percent of its physical value, as determined by a finding of the Code Enforcement Supervisor or officer.

~~Dilapidated. A dwelling unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this article at a cost not in excess of 50% of its value,~~ A dwelling that is unsafe or unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards of fitness established by this article at a cost not in excess of 50 percent of its physical value, as determined by a finding of the Code Enforcement Supervisor or officer.

Dwelling. Any building, structure, manufactured home, or mobile home, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith. For the purposes of G.S. Chapter 160D Article 12. The term does not include any manufactured home, mobile home, or recreational vehicle, if used solely for a seasonal vacation purpose.

Dwelling unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Extermination. The control and elimination of insects, rodents or other pests by eliminating their harborage places by removing or making inaccessible materials that may serve as their food, or by poisoning, spraying, fumigating, trapping or by other recognized and legal pest elimination methods approved by the Code Enforcement Supervisor or officer.

Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food. This definition shall include any other matter that is also subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors or which before, during or after decay may serve as feeding or breeding material for animals or flies or other insects.

Governing body. The City Council

~~Habitable room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers, or connecting corridors, closets and storage spaces.~~

~~Infestations. The presence, within or around a dwelling, of any insects, rodents or other pests in such number as to constitute a menace to the health, safety or welfare of the occupants or the public.~~

Impervious to water (as to floors). A clean, smooth floor, without cracks or holes, made of terrazzo, ceramic, asphalt or rubber tile, smooth concrete, linoleum or other similar material, or made of wood, and, if made of wood, then with tightly fitting joints, covered with varnish, lacquer or other similar water-resistant coating.

Infestation. The presence, within or contiguous to, a dwelling or premises of insects, rodents, vermin or other pests.

Maintenance of a building, structure, apparatus or equipment. The way or manner in which any such building, structure, appliance, apparatus or equipment is serviced repairs or altered to perpetuate the use or purpose for which such building, structure, appliance, apparatus or equipment was originally intended.

Manufactured home (mobile home). A structure as defined in G.S. § 143-145(7).

~~Multiple dwelling. Any dwelling containing more than two dwelling units.~~

Occupant. Any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of a building or structure.

Operator. Any person who has charge, care or control of a dwelling, or part thereof, in which units are let.

Owner. ~~The owner of record of the property as identified in the most current records of the Pitt County Tax Assessor or the owner's authorized agent.~~ Any person, group of persons, or any entity owning or lawfully possessing, keeping, or having care, custody, or control of any property covered by this article. In the case of real property, the owner includes the authorized agent or property manager of the owner or any tenant.

Parties in interest. All individuals, associations, and corporations that have interests of record in a building or structure and any that are in possession of a dwelling

Physical Value. The Pitt County property tax listing (as adjusted by the Pitt County Assessor, or pursuant to the assessor's instruction), not including land value. Such value shall be binding unless the owner provides for delivery of a written appraisal conducted within three hundred sixty-five (365) days of the order as to the reasonable value of the building or structure prepared by a North Carolina state certified residential appraiser within ten (10) days after receipt of an order from the Code Enforcement Supervisor or officer. Such written appraisal shall be binding and conclusive for purposes of this code.

Pier. A masonry support extending from the ground and footing to and supporting the dwelling or portion thereof. Pier sizes and spacing shall conform to the specifications of the state building code.

Plumbing. Includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinders), waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Public authority. The Greenville Housing Authority or any officer who is in charge of any department or branch of government of the City of Greenville or of Pitt County or the State of North Carolina relating to health, fire, building regulations or other activities concerning dwellings in the City of Greenville.

Public Space or common space. The space within any dwelling which is open to use by the general public or the occupants of more than one (1) building or structure.

Repair, alter, or improve. The work is workmanlike and performed in a workmanlike manner.

Rooming house. Any dwelling, or that part of any dwelling containing one or more units, in which space is let by the owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father, sister or brother of the owner or operator.

~~Rooming units. Any room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping, but not for cooking or eating purposes.~~

Rubbish. Combustible and noncombustible waste materials, except garbage and ashes, and the term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust.

State building code. The North Carolina State Building Code, as may be amended from time to time, or any superseding regulation.

Structure. Anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, except a currently operable licensed vehicle.

Substantial. A dwelling or fence is firmly constructed, sturdy, safe, sound, solid, or stout in a manner to adequately perform its original purpose.

Supplied. Paid for, furnished or provided by or under the control of the owner or operator.

Temporary housing. Any tent, trailer or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than 30 consecutive days.

Tenant. Any person, who alone or jointly or severally with others, occupies a dwelling under an oral or written lease or holds a legal tenancy in a dwelling

Unfit for human habitation. A dwelling which contains any of the following conditions which the Code Enforcement Supervisor or officer shall have found render the dwelling dangerous or injurious to the health or safety of the occupants of the dwelling or neighboring dwellings or other residents of the city:

- (1) Interior walls or vertical studs which seriously lean or buckle to such an extent as to render the building or structure unsafe;
- (2) Supporting and non-supporting member or members which show damage or deterioration
- (3) Floors or roofs which have improperly distributed loads which are overloaded or which have insufficient strength to be reasonably safe for the purpose used;
- (4) Such damage by fire, wind or other causes as render the dwelling unsafe;
- (5) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or general welfare of the occupants of the dwelling, neighboring dwellings, or other residents;
- (6) Inadequate facilities for egress in case of fire, accident or other calamities;
- (7) Defects significantly increasing hazards of fire, accident or other calamities;
- (8) Lack of adequate ventilation, light, heating or sanitary facilities to such an extent as to endanger the health, safety or general welfare of the occupants or other residents of the city;
- (9) Lack of proper electrical heating or plumbing facilities required by this article which constitute a health or safety hazard;
- (10) Lack of adequate weatherization;
- (11) Lack of an operable smoke detector;
- (12) Lack of connection to a potable water supply and/or to the public sewer or other approved sewage disposal system, the lack of either one of which renders a dwelling unfit for human habitation. For the purposes of this standard, a dwelling is not connected to a potable water supply if the water supply has been cut off because of nonpayment of the water bill or otherwise or if the system for any reason is not receiving a flow of potable water to the tap; or

(13) Any combination of substandard items which in the judgment of the Code Enforcement Supervisor or officer renders any dwelling dangerous or injurious to the health, safety, or general welfare of the occupants of the dwelling, the occupants of neighboring dwellings, or other residents of the city.

Ventilation. The adequate supply and removal of air to and from a space through windows, skylights, doors, louvers, grilles, ducts or other similar devices.

Weather Tight. So constructed that dwellings resist weather and excludes rain and snow, and prevents the infiltration of air.

Workmanlike manner. Repairs, alterations, and improvements shall be performed in accordance with accepted standards of each trade using quality materials and craftsmanship.

(b) Whenever the term “dwelling” is used in this Article, it shall be construed as though followed by the phrase “or any part thereof.”

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~94~~⁹³ MINIMUM STANDARDS OF FITNESS FOR DWELLINGS-~~AND DWELLING UNITS.~~

1. Every dwelling used as a human habitation, or held out for use as a human habitation, shall comply with all of the minimum standards of fitness and all of the requirements of this article. No person shall occupy as owner-occupant, or let to another for occupancy or use as a human habitation, any dwelling which does not comply with all of the minimum standards of fitness for human habitation and all of the requirements of this article. All work shall be done in a workmanlike manner.

2. All structural repairs, alterations, or improvements to dwelling shall be performed in compliance with all applicable requirements of the State Building Code. ~~Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with all the minimum standards of fitness for human habitation and all of the requirements of sections 9-1-94 through 9-1-104 of this article. No person shall occupy as owner or occupant, or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with all the minimum standards of fitness for human habitation. Only approved building materials for specific purposes may be used in making necessary repairs.~~

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~95~~⁹⁴ MINIMUM STANDARDS FOR STRUCTURAL CONDITIONS.

(A) Foundation.

(1) A foundation wall system shall support the building at all points and shall be free of holes, cracks, and loose mortar or masonry which would admit rodents, water or dampness to the interior of the building or which lessen the capability of the foundation to support the building.

(2) There shall be sound footings, adequate bearing. ~~Crawl space shall be graded so as to prevent any water standing.~~

(3) Piers shall be sound with no loose mortar or masonry.

(4) There shall be no wood stiff-knee piers.

(5) All underpinning shall be in good order and meet the minimum ventilation requirements set forth by State Building Code.

(6) All masonry block and brick foundation systems or components shall have mortared or bonded joints.

(7) Every crawlspace door, doorway, or hatchway shall be maintained to prevent the entrance of rainwater and surface drainage water.

(8) Screening shall be provided for all crawlspace vents or openings.

(B) Floors.

(1) There shall not be decayed, termite-damaged, fire-damaged, broken, overloaded or sagging sills that adversely affect the structural integrity of the building framing system.

(2) Joists shall not be decayed or broken so as to adversely affect the structural integrity of the floor framing system.

(3) Flooring shall be weathertight without holes or cracks which permit excessive air to penetrate rooms.

(4) There shall be no loose flooring.

(5) Bathroom and kitchen flooring surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit the flooring to be easily kept in a clean and sanitary condition.

(6) All floor covering or finishing shall be constructed and maintained as not to constitute a trip hazard and kept in a clean and sanitary condition.

(7) There shall be no use of the ground for floors, or wood floors on the ground.

(8) Flooring shall be reasonably smooth and not decayed, fire damaged or worn through.

(9) Floors shall be reasonably level.

(C) Exterior walls.

(1) The exterior of a dwelling shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

(2) All wood and metal surfaces including but not limited to, window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

(3) All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

(4) All exterior walls shall be free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

(5) All decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

(6) All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

~~—(1) There shall be no broken, cracked or fire damaged structural members.~~

~~—(2) All siding shall be weathertight, with no holes or excessive cracks or decayed boards which permit excessive air or moisture to penetrate rooms.~~

~~—(3) There shall be no loose siding.~~

~~—(4) Exterior surfaces not inherently resistant to deterioration shall be treated with a protective coating or covering and maintained in good repair to prevent deterioration.~~

(D) Interior walls.

(1) The interior finish shall be free of holes and excessive cracks which permit air to penetrate rooms and, if painted or papered, shall be free of chips or excessive peeling.

(2) Interior wall finishes and trim shall be free of stains or moisture damage caused by leaks from roofing, or other sources.

~~(2) All interior walls shall be treated and maintained so as to be easily kept in a clean and sanitary condition.~~

(3) No loose plaster, loose boards or other loose wall materials shall be allowed.

(4) There shall be no cardboard, newspaper or highly combustible or improper wall finish; all wall materials shall be of the same or similar quality and material.

(5) There shall be no decayed or termite-damaged studs.

~~(5) There shall be no broken or cracked studs or other broken or cracked structure members allowed.~~

(E) Ceilings.

(1) There shall be no joists, or beams which are decayed or broken, sagging or improperly supported.

(2) There shall be no holes or excessive cracks which permit air to penetrate rooms.

(3) There shall be no loose plaster, boards, gypsum wall board or other ceiling finish.

(4) There shall be no evidence of water damage.

(5) There shall be no cardboard, newspaper or highly combustible or improper wall finish; all wall materials shall be of the same or similar quality and material.

(F) Roof.

(1) Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.

(2) Gutters and downspouts, if installed, shall be provided to properly collect, conduct and discharge the water from the roof and away from the dwelling.

(3) Roofs shall be supported and no rafters shall be rotted, broken, sagging or have improperly supported ends.

(4) Attics, that are required to be ventilated, shall have ventilation that allows the movement of air to dissipate excessive heat buildup. Heat buildup is excessive if it causes deterioration of any structural member or roofing member.

(5) Sheathing shall not be rotted, loose or sagging excessively.

(6) Roof covering shall not be loose, have missing shingles or other damaged roofing components, nor have holes, leaks, or evidence of current leaks.

(7) Adequate flashing shall be provided at walls and chimneys in a manner that continues to be effective.

(8) Roofs shall be kept free of vegetation which compromises or otherwise damages the integrity of materials or function of the roof, roof overhang, fascia, soffit, gutters, or other portion of the roof structure.

~~—(1) There shall be no rafters which are decayed or broken.~~

~~—(2) No rafters shall be damaged by fire.~~

~~—(3) Sheathing shall not be loose.~~

~~—(4) No loose roof covering shall be allowed, nor shall there be any holes or leaks which could cause damage to the structure.~~

~~—(5) There shall be proper flashing at walls and roof penetrations.~~

~~—(6) There shall be no chimneys or part thereof which are defective, deteriorated or in danger of falling, or in such condition to constitute a fire hazard.~~

(G) Porches or Raised Platform.

(1) Foundation flooring, ceiling and roofing for porches and raised platforms shall be equal to standards set forth in this section 9-1-94, except sills, and joists, and floors need not be level if providing drainage of floors; and floors need not be weather tight; the ceiling height may be seven feet; and the attic need not be vented.

(2) Roof post and attached railings shall be structurally sound.

(3) Every porch terrace or raised platform located at least 40~~30~~ inches above the adjacent finished grade shall be equipped with guardrails not less than 36 inches high, unless other effective barriers provide adequate safety. Open guardrails shall have intermediate rails such that a six-inch sphere cannot pass through any opening.

(H) Stairs and Steps.

(1) Stairs and steps shall be free of holes, grooves, and cracks large enough to constitute accident hazards. Stairs and steps shall not be decayed and shall be in good repair.

(2) Stairwells and flights of stairs more than four risers high shall have rails not less than thirty four (34) inches measured vertically from the nose of the treads to the top of the rail. Every rail shall be firmly fastened and maintained in good condition.

(3) Every rail shall be firmly fastened and maintained in good condition. No flight of stairs more than one inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.

(4) No flight of stairs shall be settled more than one inch out of its intended position or pulled away from supporting or adjacent structures. Supports shall be structurally sound.

(5) Supports shall not sag and shall be structurally sound and not likely to cause structural weakness in the future. Where steps and stairs that must be replaced due to deterioration, construction must comply with State Building Code standards.

(6) Every stair riser shall be reasonably uniform in height, and treads shall be reasonably uniform in front to back width, sound and securely fastened in position and strong enough to bear a concentrated load of at least 300 pounds without danger of breaking through. Stairways having four or more risers above a floor or finished ground level shall be equipped with handrails located not less than 30 inches nor more than 38 inches above the leading edge of a tread. An exception from this standard is that handrails that form part of a guardrail may be 42 inches high.

(7) Every exit stairway, deck porch, landing, balcony, exit, and all appurtenances shall be structurally sound with proper anchorage, and capable of supporting imposed loads. Gripping surfaces shall be continuous without interruption.

(I) Painting. Effective January 1, 1995, all exterior surfaces of dwellings, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, with sufficient frequency to prevent deterioration. All such portions shall be cleaned and free of flaking, loose or defective surfacing materials prior to painting or coating. All interior loose or peeling wall covering or paint shall be removed and the exposed surface shall be placed in a smooth and sanitary condition. No paint shall be used for interior painting of any dwelling that exceeds the amount of lead paint pigment as established by the Consumer Products Safety Commission. Paint chips or paint dust shall not be left on interior or exterior surfaces of the building or structure, or on the premises.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-9695 MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES.

(A) Plumbing system.

(1) All plumbing to be installed shall be installed in accordance with the State Plumbing Code. Each dwelling unit shall be connected to a potable water supply and to the public sewer or other approved sewer disposal system.

(2) All plumbing shall be connected to the city sanitary sewer system where available or to another approved system. Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet and an adequate supply of both cold water and hot water. All systems must be connected to a potable water supply.

(3) All fixtures shall be operable. All plumbing fixtures shall meet the standards of the North Carolina Plumbing Code and shall be maintained in a state of good repair and good working order.

(4) There shall be no broken water closet bowls. All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.

(5) Water closets shall not be loose or leaking. Water closet flush mechanisms shall be maintained in operating condition. Water closet shall be functional and free of leaks.

(6) No leaks shall be in a shower stall floor and/or wall. Water closet shall not be loose from floor or leaking.

(7) There shall be facilities for furnishing adequate hot water to each tub or shower, lavatory, and kitchen sink. All water heaters shall be in good condition, operate as intended, and comply with the current state building code at the time of construction. Tub and shower stall floors and walls shall be watertight.

(8) There shall be installed a potable water supply inside the building or structure for each unit. Fixtures shall not be cracked or broken and function as designed.

(9) There shall be installed a water closet, tub or shower, lavatory and sink for each habitable unit. Kitchen and bathroom faucets shall be sealed. Sewer and water lines shall be properly supported, with no broken or leaking lines.

(10) There shall be separate toilet facilities for each habitable unit.

(11) Toilet and bathing facilities shall be protected from the weather.

(12) Soil and water pipes shall be supported with no broken or leaking pipes.

(13) Every water closet compartment floor surface and bathroom floor surface shall be so constructed and maintained as to be reasonably impervious to water and so as to permit such floor to be readily kept in a clean and sanitary condition.

(B) Heating system.

(1) Every dwelling shall be weatherproof and capable of being adequately heated, and the heating equipment in every dwelling shall be maintained in good order and repair.

(2) Every dwelling shall have facilities for providing heat in accordance with either of the following:

(a) Central and electric heating systems. Every central or electric heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms and water closet compartments in every place of habitation to which it is connected to a minimum temperature of 68 degrees Fahrenheit measured at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.

(b) Other heating facilities. Where a central or electric heating system is not provided, or is inadequate, each dwelling shall be provided with sufficient chimneys flues, or gas vents, with heating appliances connected, so as to heat all habitable rooms to a minimum temperature of 68 degrees Fahrenheit measured at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.

(3) All electric, gas and oil heating equipment installed on the premises shall be listed and labeled by an approved listing agency and installed in accordance with the provisions of the State Mechanical code.

- (4) There shall be no loose bricks in chimneys.
- (5) There shall be no holes in flues.
- (6) There shall be no hanging masonry chimneys.
- (7) No combustible materials shall be within seven inches of the top and seven inches of either side of the fireplace opening.
- (8) Fireplaces shall be closed with masonry when the chimney is used as a flue for a stove.
- (9) Fireplaces, freestanding kerosene heaters, freestanding electric space heaters, and vent free gas appliances may be used for supplementary heating only and not for basic heat.
- (10) When air conditioning or cooling facilities are provided, such facilities and components shall be properly installed, safely operable, and maintained to perform as originally intended.

(1) Heating required. Every dwelling and dwelling unit shall provide central heat or other approved permanent source of heating.

~~(2) Central and electric heating system.~~

~~(a) Every central or electric heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms and water closet compartments in every dwelling unit to which it is connected a minimum temperature of 68° Fahrenheit measured at a point three feet above the floor during ordinary winter conditions.~~

~~(b) All ducts, pipes and tubes should be free of leaks and functioning properly.~~

~~(3) Other heating facilities. Where central or electric heating system are not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances are connected so as to heat all habitable rooms with a minimum temperature of 68° Fahrenheit measured at a point three feet above the floor during ordinary winter conditions.~~

~~(a) All floor, wall or room heaters must comply with standards of Chapter 16, Volume VII of the State Building Code.~~

~~(b) Chimneys shall have no loose bricks or mortar and shall have a flue.~~

~~(c) Flues shall have no holes.~~

~~(d) Open masonry fireplaces shall only be used as supplemental heat and not as a primary source of heating.~~

~~(e) No portable kerosene space heater may be used as a primary source of heat.~~

~~(f) If fireplace opening is closed, the closure shall be of noncombustible material and airtight.~~

~~(g) No hanging chimneys will be allowed.~~

(C) Electrical system.

(1) In dwellings, no receptacles, ceiling fixtures, or other fixtures shall be hanging loose. Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two floor or wall type electric convenience receptacles, connected in such manner as determined by the North Carolina Electric Codes. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least one supplied ceiling or wall type electric fixture for lighting. In the event wall or ceiling light fixtures are not provided in any habitable room, then the habitable room shall contain at least three floor or wall type electric convenience receptacles.

(2) All switches and receptacles shall be safely operable. Every common hall and stairway in every multiple dwelling shall have adequate lighting by electric lights at all times when natural lighting is not sufficient.

(3) Every habitable unit shall contain not less than two wall-type electrical convenience receptacles. ~~All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair and installed in accordance with the North Carolina Electrical Code.~~

(4) There shall be installed in every habitable unit, bathroom, laundry room, hallway, stairway and furnace room at least one supplied ceiling or wall-type electrical light fixture; provided, further, that the ceiling light fixture may be omitted in the living room and bedrooms, provided three electrical convenience receptacles are installed, one of which is controlled from a wall switch. ~~All receptacles shall have outlet covers installed.~~

(5) There shall be no unsafe wiring. ~~All light switches shall have covers installed.~~

(6) Each habitable unit shall have electric service from a separately metered delivery system provided by a licensed utility company. No drop cords, extension cords or similar wiring mechanism may be utilized in any fashion other than in conformance with the purposes in which it was designed.

(7) No circuits shall be overloaded.

(8) Fuses shall be sized correctly and not bridged out.

(9) All new wiring to be installed shall be in accordance with the National Electrical code.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-9796 MINIMUM STANDARDS FOR SMOKE AND CARBON MONOXIDE DETECTORS.

(A) *Smoke Detectors.* Smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., shall be installed in each sleeping room and outside each separate sleeping area in the immediate vicinity of the bedrooms.

1) After December 31, 2012, when installing a new smoke alarm or replacing an existing smoke alarm, install a tamper-resistant, 10-year lithium battery smoke alarm. However, said design is not required in either of the following circumstances:

a) The dwelling is equipped with a hardwired smoke alarm with a battery backup

b) The dwelling is equipped with a smoke detector combined with a carbon monoxide detector that meets the requirements provided in subsection (B) *Carbon Monoxide Detectors.*

(B) *Carbon Monoxide Detectors.* Dwellings shall have a minimum of one operable carbon monoxide detector per level, either battery-operated or electrical, that is listed by a nationally recognized testing laboratory (such as Underwriters Laboratories).

This section applies only to dwellings having a fossil-fuel burning heater, appliance, or fireplace, and in any building or structure having an attached garage. Any operable carbon monoxide detector installed before January 1, 2010, shall be deemed to be in compliance with this section.

~~Every owner of a residential dwelling unit shall have UL approved smoke detectors installed, mounted on or near the ceiling on every level, at a point centrally located in the corridor or area giving access to each group of rooms used for sleeping purposes. Where bedrooms are not centrally located more than one smoke detector may be required.~~

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~9897~~ MINIMUM STANDARDS FOR LIGHT AND VENTILATION.

(A) The window-glazed area in each habitable room of a dwelling shall not be less than eight percent of the floor area or eight square feet, whichever is greater.

(B) The openable window area in each habitable room in a dwelling shall be equal to at least one-half of the minimum allowance window area and facing directly to the outside for ventilation unless the room is served by an approved ventilating system.

(C) All windows and doors opening to the outside shall be adequately screened unless the room is served by an approved ventilating system. Screens shall fit openings snugly, and the screen mesh shall not be torn or otherwise defective.

(D) Screens shall not be permanently fixed to the window frame or sash.

(E) Bathrooms shall provide ventilation through natural or mechanical means to the outside.

(F) All windows and doors in dwellings opening to the outside shall be reasonable weather tight, free of cracked or broken glass, and shall have operable locks. Any glazed area shall be glass.

(G) Kitchen exhaust equipment shall be operable, maintained, and vented to exterior. Ductless range hoods are not required to be vented to the exterior.

(H) Clothes dryer vents and ducts shall terminate on the exterior. Screens of a type that may trap lint shall not be installed at the termination. All ductwork shall be properly supported and free of obstructions which impede air flow.

~~—(A) All habitable rooms shall be provided with aggregate glazing area of not less than 8% of the total floor area of the rooms. One half of the required area of glazing shall be openable. For the purpose of determining the light and ventilation requirement, any room may be considered as a portion of an adjoining room when one half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or 25 square feet, whichever is greater. Exceptions to this standard are as follows:~~

~~—(1) The glazed areas need not be openable where the opening is not required by Section 310 of Volume VII of the State Building Code and an approved mechanical ventilation system is provided capable of producing 0.35 air change per hour in the room or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (7.08 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom.~~

~~—(2) The glazed areas may be omitted in rooms where the opening is not required by Section 310 of Volume VII of the State Building Code and an approved mechanical ventilation system is provided capable of producing 0.35 air change per hour in the room or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (7.08 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom, and artificial light is provided capable of producing an average illumination of six foot candles (6.46 L/s) over the area of the room at a height of 30 inches above the floor level.~~

~~—(B) All exterior windows and doors shall be reasonably weathertight, shall have no broken glass, and shall have adequate operable locks and hardware.~~

~~—(C) All interior windows and hardware shall be in good repair.~~

~~—(D) Required glazed openings shall open directly onto a street or public alley, or a yard or court located on the same lot as the building.~~

~~—(E) (1) Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than three square feet, one half of which must be openable.~~

~~—(2) An exception to this standard is as follows: The glazed areas shall not be required where artificial light and an approved mechanical ventilation system capable of producing a change of air every 12 minutes are provided. Bathroom exhausts shall be vented directly to the outside. (Ord. No. 99-15, passed 2-11-1999)~~

SEC. 9-1-~~9998~~ MINIMUM STANDARDS FOR SPACE, USE, AND LOCATION.

(A) Those habitable rooms, which must be included to meet the foregoing minimum space requirements, shall be at least seven feet wide in any part with at least one-half of the floor area having a ceiling height as prescribed by the state building code. Not more than 50 percent of the required area may have a sloped ceiling less than the height prescribed by the state building code with no portion of the required area less than five feet in height. If any room has a furred ceiling, the prescribed ceiling height is required for at least 50 percent of the area thereof, but in no case shall the height of the furred ceiling be less than that prescribed by the state building code.

(B) No basement shall be used as a habitable room or housing unit unless;

(1) The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness and condensation.

(2) The total windows area in each room is equal to at least the window area sizes prescribed for habitable rooms. (See section 9-1-98 for light and ventilation requirements.)

(3) Such required window area is located entirely above the grade of the ground adjoining such window are unless provided with adequate window wells.

(4) The total openable window area in each room is equal to at least the area prescribed for habitable rooms (see section 9-1-98 for light and ventilation requirements), except where there is supplied some other device affording adequate ventilation and approved by the Code Enforcement Supervisor or officer.

(C) Toilet and bathing facilities shall be enclosed.

(D) There shall be no holes or excessive cracks in walls, ceilings, outside doors or outside windows.

(E) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, and bathrooms and all rooms adjoining a public space. All interior doors and hardware shall be in good conditions, and free from defects or damage which prevents the door from operating as intended.

(F) All doors providing access to any dwelling shall have operable locks, and, in the case of dwellings, the owner or operator shall provide a change of locks or keys for new tenants.

(G) All doors opening to the outside shall be reasonably weather tight.

~~(A) Ceiling height. Habitable rooms, except kitchens, shall have a ceiling height of not less than seven feet six inches for at least 50% of their required areas. Not more than 50% of the required area may have a sloped ceiling less than seven feet six inches in height with no portion of required areas less than five feet in height. If any room has a furred ceiling, the prescribed ceiling height is required for at least 50% of the area thereof, but in no case shall the height of the furred ceiling be less than seven feet. A portion of a room with a sloping ceiling measuring less than five feet zero inches or a furred ceiling measuring less than seven feet zero inches from~~

the finished floor to the finished ceiling shall not be considered as contributing to the minimum required habitable area for that room. Exceptions to this standard are as follows:

— (1) Beams and girders spaced not less than four feet on center may project not more than six inches below the required ceiling height.

— (2) All other rooms including kitchens, baths and hallways may have a ceiling height of not less than seven feet measured to the lowest projection from the ceiling.

— (3) Ceiling height in basements without habitable spaces may not be less than six feet eight inches clear except for under beams, girders, ducts or other obstructions, where the clear height shall be six feet four inches.

— (B) Cellar. No cellar shall be used for living purposes.

— (C) Basements. No basement shall be used for living purposes unless:

— (1) The floor and walls are substantially watertight;

— (2) The total window area, total openable window area, and ceiling height are equal to those required for habitable rooms; and

— (3) The required minimum window area of every habitable room is entirely above the grade adjoining the window area, except where the window or windows face a stairwell, window well or access way.

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~100~~99 MINIMUM STANDARDS FOR SAFE AND SANITARY MAINTENANCE.

(A) Dwellings.

(1) Exterior wood surfaces not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative with sufficient frequency to prevent deterioration.

(2) Floors, walls, ceilings, and fixtures shall be maintained in a clean and sanitary condition.

(3) Every dwelling and all parts thereof used or occupied as a place of habitation shall be kept in good repair, in safe condition and fit for human habitation. The roof and walls of all such dwellings shall be maintained so as not to leak; and all means of draining water therefrom shall be maintained as to prevent dampness in the walls, ceiling or crawl space or basement.

(4) All materials shall be of similar design and similar quality and shall meet the applicable standards set forth in the North Carolina State Building Code. Plumbing, mechanical, and electrical components shall meet the applicable standards set forth in the North Carolina State Building Code. The quality of workmanship shall be based on standards generally accepted in the construction industry.

(5) No dwelling or portion of a dwelling shall be permitted to have any door or windows boarded, secured, or obstructed with wood, plywood or other opaque material, unless authorized by the Code Enforcement Supervisor or officer. The Code Enforcement Supervisor or officer shall establish a policy regarding securing a dwelling.

(6) Premises identification. Dwellings being used as a place of habitation shall have approved address numbers, buildings numbers or approved building identification that is plainly legible and placed in a position visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of 4" high with a minimum stroke of ½ inch.

~~Exterior foundation, walls, curtain wall and roofs. Every foundation wall, exterior curtain wall, and exterior roof shall be substantially weathertight and rodent proof, shall be kept in sound~~

~~condition and good repair, shall be capable of affording privacy and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or weather.~~

(B) Open areas.

(1) Fences and all accessory buildings or structures shall be maintained in a safe and substantial condition, and be kept in good repair. Accessory buildings or structures shall include, but are not limited to sheds, storage buildings and detached carports and garages.

(2) Retaining walls or any other wall supporting systems shall not present a physical hazard and shall be structurally safe and supported properly.

(3) Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state or repair, and maintained free from hazardous conditions.

(C) Infestation. Grounds, dwellings shall be maintained free of infestation by rodents, insects and other pests. (See section 9-1-102 Minimum Standards for Control of Insects, Rodents, and Infestation for regulations.)

(D) Garbage and rubbish. There shall be adequate sanitary facilities and methods used for the storage, handling, and disposal of garbage and rubbish.

(E) Kitchen and bathroom countertops and cabinets shall be covered by nonabsorbent material and maintained so as to easily be kept clean and in sanitary condition.

~~Interior floors, walls and ceilings. Every floor, interior wall and ceiling shall be substantially rodent proof, shall be kept in sound condition and good repair, and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.~~

~~—(C) Windows and doors. Every window, exterior door, basement or cellar door, and hatchway shall be substantially weathertight, watertight and rodent proof, and shall be kept in sound working condition and good repair.~~

~~—(D) Stairs, porches and appurtenances. Every outside and inside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and good repair.~~

~~—(E) Bathroom floors. Every bathroom floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit the floor to be easily kept in a clean and sanitary condition.~~

~~—(F) Supplied facilities. Every supplied facility, piece of equipment or utility which is required under this article shall be so constructed or installed so that it will function safely and effectively and shall be maintained in satisfactory working condition.~~

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~101~~100 MINIMUM STANDARD TO MEANS OF EGRESS AND EXITS.

(A) Means of Egress

~~(1)~~(A) Every dwelling shall have safe, unobstructed means of egress with a minimum ceiling height of seven feet leading to a safe and open space at ground level.

~~(2)~~(B) Every exterior, cellar or basement door and hatchway shall be substantially weathertight and rodent proof, and shall be kept in sound working condition and good repair.

~~(3)(C)~~ Every exterior door shall be provided with properly installed hardware that is maintained to ensure reasonable ease of operation to open, close and secure as intended by the manufacturer of the door and attached hardware.

~~(4)(D)~~ Exterior door frames shall be properly maintained and shall be affixed with weatherstripping and thresholds as required to be substantially weathertight, watertight and rodent and insect resistant when the door is in a closed position.

~~(5)(E)~~ Exterior door jams, stops, headers and molding shall be securely attached to the structure, maintained in good condition without splitting or deterioration that would minimize the strength and security of the door in a closed position.

~~(6)(F)~~ All exterior doors shall have manufactured locks specifically designed for use with exterior doors requiring a key to be unlocked from the outside.

~~(7)(G)~~ Every sleeping room shall have at least one openable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside to a full clear opening without the use of a key or tool. Where windows are provided as a means of egress or rescue they shall have a sill height of not more than 44 inches above the floor.

~~(8)(H)~~ All egress or rescue windows from sleeping rooms must have a net clear opening of 4.0 square feet. The minimum net clear opening height shall be 22 inches. The minimum net clear opening width shall be 20 inches. Each egress window from sleeping rooms must have a minimum total glass area of not less than 5.0 square feet in the case of a second story window.

~~(9)(I)~~ Bars, grills, screens or other obstructions placed over emergency escape windows shall be releasable or removable from the inside without the use of a key or tool.

(B) Exits

(1) There shall be one main exit, each at least 30 inches wide and six feet eight inches high, easily accessible to the occupants of each dwelling. All exit doors must be easily operable and remotely located. (See the State Building Code: residential code for exemptions.)

(2) Platforms, steps, and/or handrails provided to serve exits shall be maintained in safe condition.

(3) There shall be a safe, continuous and unobstructed exit from the interior of the dwelling to the exterior at street or grade level.

(Ord. No. 99-15, passed 2-11-1999)

~~SEC. 9-1-101 MINIMUM STANDARDS FOR PORCHES OR RAISED PLATFORM.~~

~~—(A) Foundation flooring, ceiling and roofing for porches and raised platforms shall be equal to standards set forth in section 9-1-94, except sills and joists need not be level if providing drainage of floor, and floors need not be weathertight.~~

~~—(B) Roof post and attached railings shall be structurally sound.~~

~~—(C) Every porch terrace or raised platform located at least 40 inches above the adjacent finished grade shall be equipped with guardrails not less than 36 inches high. Open guardrails shall have intermediate rails such that a six inch sphere cannot pass through any opening.~~

~~(Ord. No. 99-15, passed 2-11-1999) (Merged into 9-1-94, Minimum standards of fitness for buildings or structures)~~

~~SEC. 9-1-102 MINIMUM STANDARDS FOR STAIRS AND STEPS.~~

~~—(A) Stairs and steps shall not be decayed and shall be in good repair.~~

~~—(B) Every rail shall be firmly fastened and maintained in good condition.~~

~~—(C) No flight of stairs more than one inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.~~

~~—(D) Supports shall be structurally sound.~~

~~—(E) Where steps and stairs that must be replaced due to deterioration, construction must comply with State Building Code standards.~~

~~—(F) Stairways having four or more risers above a floor or finished ground level shall be equipped with handrails located not less than 30 inches nor more than 38 inches above the leading edge of a tread. An exception from this standard is that handrails that form part of a guardrail may be 42 inches high.~~

~~—(G) Gripping surfaces shall be continuous without interruption.~~

~~(Ord. No. 99-15, passed 2-11-1999) (Merged into 9-1-94, *Minimum standards of fitness for buildings or structures*)~~

SEC. 9-1-~~102~~103 MINIMUM STANDARDS FOR CONTROL OF INSECTS, RODENTS, AND INFESTATIONS.

(A) (A) Screens. For protection against mosquitoes, flies and other insects every **dwelling** shall have:

1. Supplied and installed screens **on every door opening leading directly from the dwelling to outdoor space, except that sliding doors, doors with a self-closing device, doors on mobile homes with self-closing devices and doors that open into rooms of living spaces that are artificially ventilated or air conditioned are exempt from this provision.**

2. Supplied and installed screens on every window or other device with an opening to outdoor space, except that this requirement shall not apply for any room or rooms of a dwelling that are ventilated year round with an operable and installed heating and air conditioning system.

(B) Rodent control. Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement which might provide an entry for rodents shall be supplied with screens installed or such other approved device as will effectively prevent their entrance.

~~—(C) Infestation. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises, and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his or her or her dwelling unit is the only one infested. Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent proof or reasonable insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any structure or in the shared or public parts of any structure containing two or more dwelling units, extermination shall be the responsibility of the owner. (Enforced under 9-1-104, *Responsibilities of owners and occupants*)~~

~~(C)(D)~~ Garbage storage and disposal. Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers as required by the Greenville City Code and the owner, operator or agent in control of the dwelling or dwelling unit shall be responsible for the removal of garbage. At least one 32-gallon outside garbage can will be required for single-family residents.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~103~~¹⁰⁴ MINIMUM STANDARDS APPLICABLE TO ROOMING HOUSES; EXCEPTIONS.

All the provisions of this article, and all of the minimum standards and requirements of this article, shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections of this article:

(A) Water closet, hand lavatory and bath facilities. At least one water closet, lavatory basin, and bathtub or shower, properly connected to an approved water system and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever the facilities are shared. All such facilities shall be located within the residence building served and shall be directly accessible from a common hall or passageway and shall be not more than one story removed from any of the persons sharing the facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.

(B) Minimum floor area for sleeping purposes. Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant 12 years of age or older and at least 35 square feet of floor area for each occupant under 12 years of age.

(C) Sanitary facilities. Every water closet, flush urinal, lavatory basin, bathtub or shower required by subsection (A) of this section shall be located within the rooming house and within a room or rooms which afford privacy and are separate from habitable rooms, which are accessible from a common hall and without going outside the rooming house or through any other room therein.

(D) Sanitary conditions. The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house; they shall further be responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~104~~¹⁰⁵ RESPONSIBILITIES OF OWNERS AND OCCUPANTS.

(A) Responsibilities of occupants.

(1) Sanitary maintenance. Every occupant of a dwelling shall keep in a clean and sanitary condition that part of the dwelling and the premises thereof which they occupy and control. A clean and sanitary condition shall include, but is not limited to, the following standards:

(a) Floors, floor coverings and other walking surfaces shall be kept clean and free of dirt, filth, garbage, human and animal wastes, litter, refuse and any other unsanitary matter;

(b) Walls, ceilings, windows and doorways shall be kept clean and free of dirt, greasy film, soot and any other unsanitary matter;

(c) Plumbing fixtures shall be kept in a clean and sanitary condition; and no material shall be deposited in any such fixture which may result in the obstruction of such fixture or of any lines connected thereto. Every occupant

shall be responsible for the exercise of reasonable care in the proper use and operation of all plumbing fixtures; and

(d) All screens on windows and doors shall be maintained in good condition. This subsection shall not be construed as requiring any occupant to furnish and install, or cause to be installed, screens on windows or doors at any building or structure.

(2) Garbage and rubbish. Every occupant of a (single) dwelling, and of a (single) unit in a dwelling shall dispose of all garbage and refuse in a clean and sanitary manner and place it in a proper receptacle as required by Title 6, Chapter 3 of the City Code. Discarded or abandoned articles of such bulk as to preclude disposal in such receptacles and refuse not otherwise collected by the city as defined in Title 6, Chapter 3 of the City Code shall be conveyed by the occupant to the county landfill or some other approved private landfill.

(3) Heat. Where the heating facilities of any dwelling are under the control of the occupant thereof, it shall be the responsibility of the occupant to operate such facilities in order to maintain above-freezing temperatures at all times in all portions of the dwelling and the premises thereof which they occupy and control so as to prevent injury or damage to water pipes and plumbing.

(4) Removal of required services, facilities, etc. No occupant shall cause any service, facility, equipment or utility, which is required under this article, to be removed or shut off from, or discontinued for, any occupied dwelling let or occupied by them, except for such process, or during temporary emergencies when discontinuance of service is approved by the Code Enforcement Supervisor or officer.

(5) Termination of occupancy. So as to aid in preventing vandalism to the property, the occupant of a dwelling shall, upon vacating, secure and lock all doors and windows and openings in the basement and any crawl space and shall leave the premises clean and free from all debris and trash.

(6) Access for repairs. Every occupant of a dwelling shall give the owner thereof, or their agent or employee, access to any part of such dwelling and its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

(7) Accumulation of materials inside a dwelling. Accumulation or storage of items or materials that result in dangerous, unsafe, or hazardous conditions shall not be permitted in any habitable portion of a dwelling.

(B) Responsibilities of owners.

(1) Prohibited occupancy. No owner shall occupy or lease or permit the subletting to another for occupancy any vacant or vacated dwelling which does not comply with the provisions of this article, nor shall any owner let to another any vacant dwelling unless it is reasonably clean, sanitary and fit for human occupation.

(2) Sanitary maintenance. Every owner of a multifamily dwelling containing four or more units and every owner of a rooming house shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. A clean and sanitary condition shall include, but is not limited to, the following:

(a) The exterior property areas of all premises shall be kept free of objects and materials, including abandoned or immobile motor vehicles, which may create a hazard to the health and safety of the occupants or surrounding community or which is a public nuisance.

(b) All sheds, barns, garages, fences and other appurtenant structures standing on the premises shall be kept in good repair.

(c) All required screens shall be furnished and installed in the building or structure and shall be maintained in good condition.

(3) Garbage and rubbish. For every multifamily dwelling containing four or more units and any rooming house, the owner shall provide, in a location accessible to all occupants, an adequate number of receptacles or a stationary bulk refuse container into which garbage and rubbish from the unit's receptacles may be emptied for storage between the days of collection as required by Title 6, Chapter 3 of the City Code. The area surrounding the receptacles provided by the owner or the stationary bulk refuse container shall be maintained in such a way as to prevent the scattering of garbage or refuse on the ground.

(4) Removal of required services, facilities, etc. No owner or agent of an owner shall cause any service, facility, equipment or utility, which is required under this article, to be removed or shut off from, or discontinued for, any occupied dwelling let or occupied by them, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the Code Enforcement Supervisor or office.

(5) Rat proofing and pest extermination. Every owner of an occupied dwelling shall be responsible for the extermination of insects, rodents, vermin or other pests in all areas of the premises; except that the occupant(s) shall be responsible for such extermination if it is determined by the Code Enforcement Supervisor or officer they are the cause of said pests. The owner of any dwelling shall be responsible for extermination within the dwelling prior to renting or leasing the dwelling. Such extermination shall include, but is not limited to the following:

(a) Preventing the entrance by blocking or stopping up all passages, by which rats may secure entry from the exterior with rat impervious material;

(b) Preventing the interior infestation by rat stoppage, harborage removal, the paving of basements, cellars and any other areas which are in contact with the soil, and such cleanliness as may be necessary to eliminate rat breeding places;

(c) Providing screens or such other devices for basement windows which might provide a point of entry for rodents.

~~(A) Public areas. Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and the premises thereof.~~

~~(B) Cleanliness. Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling or dwelling unit and the premises thereof which he or she occupies or controls.~~

~~(C) Rubbish and garbage. Every occupant of a dwelling or dwelling unit shall dispose of all his or her rubbish and garbage in a clean and sanitary manner by placing it in the supplied storage facilities. In all cases, the owner shall be responsible for the availability of rubbish and garbage storage facilities.~~

~~(D) Supplied plumbing fixtures. Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.~~

~~—(E) Care of facilities, equipment, and structure. No occupant shall willfully destroy, deface or impair any of the facilities or equipment, or any part of the structure of a dwelling or dwelling unit.~~

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~105~~106 SPECIAL HISTORIC BUILDINGS AND DISTRICTS.

All exterior alterations or repairs required by the provisions of this article to structures that are identified and classified by the City Council as a designated landmark or being within a historic district must meet the requirements of the city as administered by the Historic Preservation Commission.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~106~~107 DUTIES OF CODE ENFORCEMENT **SUPERVISOR** OR OFFICER.

The Code Enforcement **Supervisor** or officer is hereby designated as the public officer to enforce the provisions of this article and to exercise the duties and powers herein prescribed. It shall be the duty of the Code Enforcement **Supervisor** or officer:

(A) To investigate the dwelling conditions and to inspect dwellings located in the city in order to determine which dwellings are unfit for human habitation and for the purpose of carrying out the objectives of this article with respect to the dwellings;

(B) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;

(C) To keep a record of the results of inspections made under this article and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed; and

(D) To perform such other duties as may be herein prescribed.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~107~~108 POWERS OF THE CODE ENFORCEMENT **SUPERVISOR** OR OFFICER.

The Code Enforcement **Supervisor** or officer is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this article, including the following powers in addition to others herein granted:

(A) To investigate the dwelling conditions in the city in order to determine which dwellings are unfit for human habitation;

(B) To administer oaths and affirmations, examine witnesses and receive evidence;

(C) To enter upon premises for the purpose of making examinations and inspections provided that the entries shall be made in accordance with law and in such manner as to cause the least possible inconvenience to the persons in possession; and

(D) To appoint and fix duties of such officers, agents and employees as **they** ~~he or she~~ deem necessary to carry out the purposes of this article.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-108 ADMINISTRATIVE LIABILITY

Except as may otherwise be provided by statute, local law or ordinance, no city officer, agent, official (elected or appointed) or employee charged with the enforcement of this article shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties under this chapter unless they acted with actual malice.

SEC. 9-1-109 CONFLICTS OF INTEREST

(A) In accordance with G.S. § 160D-109, no staff member shall make a final decision on an administrative decision required by this Article if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

(B) No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Article unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government to provide staff support shall engage in any work that is inconsistent with their duties or with the interest of the local government, as determined by the local government.

SEC. 9-1-~~110~~109 INSPECTIONS; DUTY OF OWNERS AND OCCUPANTS.

For the purpose of making inspections, the Code Enforcement Supervisor or officer is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units, rooming units, and premises. The owner or occupant of every dwelling, dwelling unit, rooming unit, or the person in charge thereof, shall give the Code Enforcement Supervisor or officer free access to the dwelling, dwelling unit, rooming unit and its premises at all reasonable times for the purpose of the inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his or her agent or employee, access to any part of the dwelling or dwelling unit and its premises, at all reasonable times for the purpose of making the repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-~~111~~110 PROCEDURE FOR ENFORCEMENT.

(A) Preliminary investigation; notice; hearing.

(1) Whenever a petition is filed with the Code Enforcement Supervisor or officer by a public authority or by at least five residents of the city at least 18 years of age charging that any dwelling is unfit for human habitation, or whenever it appears to the Code Enforcement Supervisor or officer, upon inspection, that any dwelling is unfit for human habitation, they shall, if their preliminary investigation discloses a basis for the charges, cause to be served upon the owner and the parties in interest in the dwelling a complaint stating the charges and containing a notice that an administrative hearing will be held before the Code Enforcement Supervisor or officer at a place and time fixed in the complaint, not less than 10 days nor more than 30 days after the serving of the complaint.

(2) It shall be unlawful for the owner or the parties in interest upon whom such complaint has been served to permit any person to occupy any dwelling, at the time of service of such complaint is vacant, or which shall subsequently become vacant, until such owner or parties in interest shall have obtained from the Code Enforcement Supervisor or officer a certificate of compliance. The Code Enforcement Supervisor or officer shall issue such certificate of

compliance upon a determination that the dwelling complies in all respects with the provisions of this Article.

(3) The owner or any party in interest shall have the right to correct the violation or to file an answer to the complaint and to appear in person, by phone, or virtually and give testimony at the place and time fixed in the complaint. Notice of the hearing shall also be given to at least one person signing a petition relating to the dwelling. Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in administrative hearings before the Code Enforcement Supervisor or officer.

~~Whenever a petition is filed with the Code Enforcement Coordinator or officer by a public authority or by at least five residents of the city charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the Code Enforcement Coordinator or officer, upon inspection, that any dwelling or dwelling unit is unfit for human habitation, he or she shall, if his or her preliminary investigation discloses a basis for the charges, cause to be served upon the owner and the parties in interest in the dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the Code Enforcement Coordinator or officer at a place therein fixed, not less than ten days nor more than 30 days after the serving of the complaint. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of the hearing shall also be given to at least one person signing a petition relating to the dwelling. Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Code Enforcement Coordinator or officer.~~

(B) Notice of Lis Pendens.

(1) Filing a Notice of Lis Pendens. After a Code Enforcement Supervisor or officer issues a complaint and a notice of hearing or issues findings of fact and an order pursuant thereto, any Code Enforcement Supervisor or officer may file a notice of lis pendens with the Clerk of Superior Court of the county where the property is located. A copy of the complaint and notice of hearing or a copy of the findings of fact and order shall be attached to the notice of lis pendens. The notice of lis pendens and a copy of the complaint and notice or findings of fact and order shall be indexed and cross-indexed in accordance with the indexing procedures of G.S. 1-117. From the date and time of indexing, the complaint and notice or findings of fact and order shall be binding upon the successors and assigns of the owners of and parties in interest in the building or dwelling at the time of filing. When the notice of lis pendens is filed with the Clerk, it shall also be served on the owners and parties in interest in the building or dwelling, including any lienholders and tenants who may be determined by the exercise of reasonable diligence in accordance with G.S. § 160D-1206 and the method of service procedures set forth in Title 9, Chapter 1, Article F, Sec. 9-1-112 "Methods of Service of Complaints and Orders." The notice of lis pendens shall remain in full force and effect until it is cancelled.

(2) Cancellation of Notice of Lis Pendens. Any Code Enforcement Supervisor or officer may cancel the notice of lis pendens upon a determination by the Code Enforcement Supervisor or officer that the property fully complies with Title 9, Chapter 1, Article F, "Minimum Housing Code" or if the enforcement action is settled, discontinued or abated. Cancellation of the notice of lis pendens must be made in a writing signed by the Code Enforcement Supervisor or officer and filed with the Clerk of Superior Court where the property is located.

(C) Procedure after hearing-Order. After the notice and hearing provided for in section (A), the Code Enforcement Supervisor or officer shall state in writing their determination whether such dwelling is unsafe or unfit for human habitation and, if so, whether it is deteriorate or dilapidated.

(1) If the Code Enforcement Supervisor or officer determines that the dwelling is deteriorated, they or she shall state in writing their findings of fact in support of the determination and shall issue and cause to be served upon the owner and parties in interest thereof an order directing and requiring the owner to repair, alter, or improve the dwelling to comply with the minimum standards of fitness established by this article or to vacate and close the dwelling within a specified period of time, not less than thirty days and not more than ninety (90) days.

(2) If the Code Enforcement Supervisor or officer determines that the dwelling is dilapidated, they or she shall state in writing their findings of fact in support of that determination and shall issue and cause to be served upon the owner and parties in interest thereof an order directing and requiring the owner to either remove or demolish the same within a specified period of time, not less than thirty days and not more than ninety (90) days.

~~(B) Procedure after hearing.~~

~~—(1) After the notice and hearing, the Code Enforcement Coordinator or officer shall state in writing his or her determination whether the dwelling or dwelling unit is unfit for human habitation, and, if so, whether it is deteriorated or dilapidated.~~

~~—(2) If the Code Enforcement Coordinator or officer determines that the dwelling or dwelling unit is deteriorated, he or she or she shall state in writing his or her findings of fact in support of the determination and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter, and improve the dwelling or dwelling unit to comply with the minimum standards of fitness established by this article or to vacate and close the dwelling within a specified period of time, not to exceed 90 days.~~

~~—(3) If the Code Enforcement Coordinator or officer determines that the dwelling is dilapidated, he or she or she shall state in writing his or her findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to either remove or demolish the same within a specified period of time, not to exceed 90 days.~~

~~—(4) If the Code Enforcement Coordinator or officer determines that the dwelling or dwelling unit does not meet any of the requirements of sections 9-1-94 through 9-1-105 of this article but is not unfit for human habitation, then he or she shall state in writing his or her findings of fact in support of the determination and shall issue and cause to be served on the owner thereof an order directing and requiring the owner to repair, alter or improve the dwelling to comply with the minimum standards of fitness established by this article within a specified period of time, not to exceed 90 days.~~

(D) Failure to comply with order. Remedies for the failure to comply with the order are as follows:

(1) In personam remedy. If the owner of any deteriorated dwelling shall fail to comply with an order to the Code Enforcement Supervisor or officer to repair, alter or improve or to vacate or close the same within the time specified therein, or if the owner of a dilapidated dwelling shall fail to comply with an order of the Code Enforcement Supervisor or officer to demolish and remove the same within the time specified therein, the Code Enforcement Supervisor or officer may submit to City Council, at its next regular meeting, a resolution directing the City Attorney

to petition the Superior Court for an order directing the owner to comply with the order of the neighborhood service Code Enforcement Supervisor or officer, as authorized by G.S. § 160D-1208(d).

(2) *In rem* remedy. After failure of an owner of a deteriorated dwelling or of a dilapidated dwelling to comply with an order of the Code Enforcement Supervisor or officer within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in the preceding subsection (D(1), the Code Enforcement Supervisor or officer shall submit to the City Council, at its next regular meeting, an ordinance ordering the Code Enforcement Supervisor or officer to cause the dwelling to be repaired, altered or improved, or vacated and closed or to be demolished and removed as provided in the original order of the Code Enforcement Supervisor or officer. The Code Enforcement Supervisor or officer may cause to be posted on the main entrance of the dwelling a placard with the following words: “This dwelling is unfit for human habitation; the use or occupation of this dwelling for human habitation is prohibited and unlawful.” Occupation of a dwelling so posted shall constitute a Class 1 misdemeanor, as provided by G.S. § 160D-1203(4).

(3) *Ejectment*. If any occupant fails to comply with an order to vacate a dwelling, the Code Enforcement Supervisor may file a civil action in the name of the City of Greenville to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. If the summons appears to have been duly served and if at the hearing the Code Enforcement Supervisor produces a certified copy of an ordinance adopted by the City Council pursuant to G.S. § 160D-1203(3) and section 9-1-111(D) to vacate the dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of such judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least 30 days before the filing of the summary ejectment proceeding that the City Council has ordered the Code Enforcement Supervisor to proceed to exercise their duties under G.S. § 160D-1203(3) and section 9-1-111(D) to vacate and close or remove and demolish the dwelling.

~~(C) Failure to comply with order.~~

~~—(1) *In personam* remedy. If the owner of any deteriorated dwelling or dwelling unit shall fail to comply with an order to the Code Enforcement Coordinator or officer to repair, alter or improve or to vacate or close the same within the time specified therein, or if the owner of a dilapidated dwelling shall fail to comply with an order of the Code Enforcement Coordinator or officer to remove or demolish the same within the time specified therein, the Code Enforcement Coordinator or officer may submit to City Council a resolution directing the City Attorney to petition the Superior Court for an order directing the owner to comply with the order of the neighborhood service Coordinator or officer, as authorized by G.S. 160D-1208(d).~~

~~—(2) *In rem* remedy. After failure of an owner of a deteriorated dwelling or of a dilapidated dwelling to comply with an order of the Code Enforcement Coordinator or officer within the~~

time specified therein, if injunctive relief has not been sought or has not been granted as provided in the preceding subsection (C)(1), the Code Enforcement Coordinator or officer shall submit to the City Council an ordinance ordering the Code Enforcement Coordinator or officer to cause the dwelling or dwelling unit to be repaired, altered or improved, or vacated and closed or to be removed or demolished as provided in the original order of the Code Enforcement Coordinator or officer. The Code Enforcement Coordinator or officer may cause to be posted on the main entrance of the dwelling or dwelling unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a misdemeanor.

(3) Civil penalty. If the owner of a dwelling, determined not to comply with any of the minimum standards of fitness established by this article but not determined to be unfit for human habitation, shall fail to comply with an order of the Code Enforcement **Supervisor** or officer to repair, alter or improve the same within the time specified therein, then the Code Enforcement **Supervisor** or officer may impose the civil fines authorized by section 9-1-106.

(4) Filing of Ordinances. An ordinance adopted by City Council pursuant to sections 9-1-111 of this Article shall be recorded in the office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. § 160D-1203(6).

(E) Appeals from orders of the Code Enforcement Supervisor or officer.

(1) An appeal from any decision or order of the Code Enforcement Supervisor or officer may be taken by any person aggrieved thereby. Any appeal from the Code Enforcement Supervisor or officer shall be taken within ten (10) days from the rendering of the decision or service of the order, and shall be taken by filing with the Code Enforcement Supervisor or officer and with the Board of Adjustment.

(2) The Board shall fix a reasonable time for the hearing of all appeals, shall give notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney.

(3) Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.

(E) Petition to Superior Court by owner. Any person aggrieved by an order issued by the Code Enforcement Supervisor or officer or a decision rendered by the Board of Adjustment shall have the right within 30 days after issuance of the order or rendering of the decision, to petition the Superior Court for a temporary injunction restraining the Code Enforcement Supervisor or officer pending a final disposition of the cause, as provided by G.S. 160D-1208(d).

~~(D) Appeals from orders of the Code Enforcement Coordinator or officer.~~

~~—(1) An appeal from any decision or order of the Code Enforcement Coordinator or officer may be taken by any person aggrieved thereby. Any appeal from the Code Enforcement Coordinator or officer shall be taken within ten days from the rendering of the decision or service of the order, and shall be taken by filing with the Code Enforcement Coordinator or officer and with the Board of Adjustment a notice of appeal which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Code Enforcement Coordinator or officer shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed from was made. When the appeal is from a decision of the Code Enforcement~~

~~Coordinator or officer refusing to allow the person aggrieved thereby to do any act, his or her decision shall remain in force until modified or reversed. When any appeal is from a decision of the Code Enforcement Coordinator or officer requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Code Enforcement Coordinator or officer certifies to the Board, after the notice of appeal is filed with him, that by reason of the facts stated in the certificate (a copy of which shall be furnished the appellant) a suspension of his or her requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the Code Enforcement Coordinator or officer, by the Board, or by a court of record upon petition made pursuant to G.S. 160D-1208(d) and subsection (E) of this section.~~

~~—(2) The Board shall fix a reasonable time for the hearing of all appeals, shall give notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make the decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Code Enforcement Coordinator or officer, but the concurring vote of four-fifths of the members of the Board shall be necessary to reverse or modify any decision or order of the Code Enforcement Coordinator or officer. The Board shall have power also in passing upon appeals, in any case when practical difficulties or unnecessary hardships would result from carrying out the strict letter of this article, to adapt the application of the article to the necessities of the case to the end that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.~~

~~—(3) Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.~~

~~—(E) Petition to Superior Court by owner. Any person aggrieved by an order issued by the Code Enforcement Coordinator and officer or a decision rendered by the Board of Adjustment shall have the right within 30 days after issuance of the order or rendering of the decision, to petition the Superior Court for a temporary injunction restraining the Code Enforcement Coordinator or officer pending a final disposition of the cause, as provided by G.S. 160D-1208(d).~~

~~(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021; Ord. No. 22-017, § 2, passed 2-10-2022)~~

SEC. 9-1-~~112~~111 VACATED AND CLOSED DWELLINGS.

(A) If the City Council shall have adopted an ordinance, or the Code Enforcement Supervisor or officer shall have issued an order, ordering a dwelling to be repaired, altered or improved or vacated and closed, as provided in section 9-1-~~111~~110, and if the owner has vacated and closed the dwelling and kept the dwelling vacated and closed for a period of six months pursuant to the ordinance or order, then if the City Council shall find that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the city in that the building or structure would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a

dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this state, then in such circumstances, the City Council may, after the expiration of the six-month period, enact an ordinance and serve the ordinance on the owner, setting forth the following:

(1) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding 50% of the then current value of the dwelling, the ordinance shall require that the owner either repair, alter or improve, or demolish and remove the dwelling within 90 days; or

(2) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding 50% of the then current value of the dwelling, the ordinance shall require that the owner demolish and remove the dwelling within 90 days.

(B) An ordinance adopted pursuant to this section shall be recorded in the office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with that ordinance, the Code Enforcement Supervisor or officer shall effectuate the purpose of the ordinance. The cost to repair, alter, or improve, or demolish and remove the dwelling shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have priority and be collected in the same manner as the lien for special assessments established by G.S. Chapter 160A, Article 10. (Ord. No. 99-15, passed 2-11-1999; Ord. No. 05-108, § 2, passed 9-8-2005)

SEC. 9-1-113 ABANDONED STRUCTURES

(A) Any abandoned structure that is a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities shall be repaired, closed, or demolished. It shall be unlawful for the owner of an abandoned structure to allow the abandoned structure to become or to remain a health or safety hazard as defined in this subsection.

(B) The Code Enforcement Supervisor or officer shall have the authority to attempt to accomplish the repair, alteration, or improvement, or closing, or removal or demolition of the abandoned structure through the procedures set out in section 9-1-111, except that if the estimated cost to repair the structure is 50 percent or more of its value, the structure shall be considered dilapidated, and the Code Enforcement Supervisor or officer shall order that it be removed or demolished.

Upon the failure of the owner of an abandoned structure to comply with an order of the Code Enforcement Supervisor or officer to repair, alter, or improve, or close, or remove or demolish such structure, the Code Enforcement Supervisor or officer shall present the matter to the City Council. If the City Council finds that the abandoned structure is unsafe pursuant to subsection (A), it may adopt an ordinance ordering the Code Enforcement Supervisor or officer to cause such abandoned structure to be repaired, altered, or improved, or closed, or removed or demolished. Each such ordinance shall be recorded as provided in section 9-1-111 (D), and the cost of any repair, altering, or improving, closing, or removal or demolition caused to be made by the Code Enforcement Supervisor or officer shall be a lien on the premises as provided in section 9-1-115.

(C) For the purpose of subsection (A) and (B), the term "abandoned structure" shall mean any dwelling thereon that has been vacant or not in active use, regardless of purpose or reason, for the past six (6) month period and is maintained in an uninhabitable condition or a condition of

disrepair or deterioration and which is determined by the Code Enforcement Supervisor or officer to be unfit for human habitation or occupancy based upon the standards as set forth in this Article.

SEC. 9-1-~~114~~¹¹² METHODS OF SERVICE OF COMPLAINTS AND ORDERS.

(A) In accordance with G.S. § 160D-1206, complaints or orders issued by the Code Enforcement Supervisor or officer under this Article shall be served upon persons either personally or by registered or certified mail and, in conjunction therewith, may be served by regular mail. When the manner or service is by regular mail in conjunction with registered or certified mail, and the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten days after mailing, service shall be deemed sufficient. The person mailing the notice or order by regular mail shall certify that fact and the date thereof, and the certificate shall be conclusive in the absence of fraud.

(B) If the identities of any owner or the whereabouts of persons are unknown and cannot be ascertained by the Code Enforcement Supervisor or officer in the exercise of reasonable diligence, and the Code Enforcement Supervisor or officer makes an affidavit to that effect, then the serving of the complaint or order upon the unknown owners or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 01-121, § 2, passed 9-13-2001; Ord. No. 21-032, § 1, passed 6-21-2021)

~~SEC. 9-1-113 IN REM ACTION BY THE CODE ENFORCEMENT COORDINATOR OR OFFICER.~~

~~—After failure of an owner of a dwelling or dwelling unit to comply with an order of the Code Enforcement Coordinator or officer issued pursuant to the provisions of this article and upon adoption by the City Council of an ordinance authorizing and directing him or her to do so, as provided by G.S. 160D-1203(6), Session Law 2005-200 and section 9-1-110(C) or section 9-1-111 of this article, the Code Enforcement Coordinator or officer shall proceed to cause the dwelling or dwelling unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this article, or to be vacated and closed and removed or demolished, as directed by the ordinance of the City Council.~~

~~(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)~~ *(Merged into 9-1-111, Procedure for enforcement)*

SEC. 9-1-~~115~~¹¹⁴ COSTS, A LIEN ON PREMISES.

As provided by G.S. § 160D-1203, the amount of the cost of repairs, alterations or improvements, or vacating and closing, or removal or demolition by the Code Enforcement Supervisor or officers shall be a lien against the real property upon which the cost was incurred. Such lien shall be filed, have the same priority, and be collected as the lien for special assessment.

~~As provided by G.S. 160D-1203(7), the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition, caused to be made or done by the Code Enforcement Coordinator or officer pursuant to section 9-1-110(C) or section 9-1-111~~

shall be a lien against the real property upon which the costs were incurred. The lien shall be filed, have the same priority, and be enforced and the costs collected as provided by G.S. Chapter 160A, Article 10, of the North Carolina General Statutes.

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-115 FILING OF ORDINANCES.

~~—An ordinance adopted by City Council pursuant to sections 9-1-110 and 9-1-111 of this article shall be recorded in the office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. 160D-1203(6).~~

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021) (Merged into 9-1-111)

SEC. 9-1-116 ALTERNATIVE REMEDIES.

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by G.S. § 160D-1203(4), and section 9-1-106 of this article, and the enforcement of any remedy provided herein or in other ordinances or laws. (Updated by Ord. No. 23-048, passed 6-8-2023, with the exception of the new language for the SEC # change)

~~Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by G.S. 14-4, and section 9-1-119 of this article, and the enforcement of any remedy provided herein or in other ordinances or laws.~~

(Ord. No. 99-15, passed 2-11-1999)

SEC. 9-1-117 BOARD OF ADJUSTMENT TO HEAR APPEALS.

All appeals which may be taken from decisions or orders of the Code Enforcement Supervisor or officer pursuant to section 9-1-111(E) ~~110(D)~~ of this article shall be heard and determined by the Board of Adjustment. As the appeals body, the Board shall have the power to fix the times and places of its meetings, to adopt necessary rules of procedure and any other rules and regulations which may be necessary for the proper discharge of its duties. In addition to its other duties as prescribed under this Title, and applicable State laws, the Board shall perform the duties prescribed by section 9-1-111(E) ~~110(D)~~ and shall keep an accurate journal of all its proceedings.

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-118 CONFLICT WITH OTHER PROVISIONS.

In the event any provision standard or requirement of this article is found to be in conflict with any other ordinance or code of the city, the provisions which establish the higher standard or more stringent requirement for the promotion and protection of health and safety of the residents of the city shall prevail; provided, however, such provision, standard, or requirement shall be consistent with applicable State laws.

(Ord. No. 99-15, passed 2-11-1999; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-119 VIOLATIONS; PENALTIES. ~~PENALTY.~~

(A) Offenses.

(1) It shall be unlawful for the owner of any dwelling to fail, neglect, or refuse to repair, alter or improve the same, or to vacate and close, or demolish and remove the same, upon order of the Code Enforcement Supervisor or officer duly made and served in accordance with the provisions of this article, within the time specified in such order, and each day that any such failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense.

(2) It shall be unlawful for the owner of any dwelling, with respect to which an order has been issued pursuant to section 9-1-111 of this article, to occupy or permit the occupancy of the same in a dilapidated or deteriorated condition found to be unfit for human habitation in violation of such order for its repair, alteration, improvement, or its vacation, closing or demolition, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

(B) Penalties. A violation of this article may subject the violator to any or all of the following penalties.

(1) Criminal. The violation of any provisions of this article shall constitute a class 1 misdemeanor, as provided by G.S. § 160D-1203(4).

(2) Civil. A violation of any of the provisions of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

a. First Violation. A violation of an order issued by the Code Enforcement Supervisor or officer shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

b. Second Violation within 365 days of the first violation. A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifth dollars (\$250.00).

c. Third and subsequent violations within 365 days of the first violation. A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(3) Appeals; payment of civil penalty. Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this section must be paid to and received by the City's Financial Services Department within five business days from the date of issuance.

(4) Methods of recovery of unpaid civil penalty. Unless appealed in accordance with the appeal provisions of this article, if full payment for an assessed civil penalty is not timely received by the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

a. A civil action in the nature of a debt.

b. The use of a collections agency and the assessment of an administrative fee.

c. The use of the provisions of Chapter 105A (the Setoff Debt Collection Act) and N.C.G.S. § 18C-134.

d. Equitable remedies issued by a court of competent jurisdiction.

e. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(5) Separate offenses. Each day's continuing violation shall be a separate and distinct offense. (Updated by Ord. No. 23-048, passed 6-8-2023)

~~(A) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect, or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the Code Enforcement Coordinator and officer duly made and served in accordance with the provisions of this article, within the time specified in such order, and each day that any such failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense. It shall be unlawful for the owner of any dwelling or dwelling unit, with respect to which an order has been issued pursuant to section 9-1-110 of this article, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration, improvement, or its vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.~~

~~—(B) The violation of any provisions of this article shall constitute a misdemeanor, as provided by G.S. 14-4.~~

~~—(C) In addition to or in lieu of the other remedies provided by this article, any owner of a dwelling or dwelling unit that fails to comply with an order of the Code Enforcement Coordinator or officer within the time specified therein, shall be subject to a civil penalty in the amount of \$50 for the first offense, \$100 for the second offense in the calendar year, and \$250 for the third and subsequent offenses in the calendar year. Each subsequent offense after the third will be subject to a civil penalty of \$250. Each 30-day period or part thereof in which a violation is allowed to persist will constitute a separate and distinct offense.~~

~~(Ord. No. 99-15, §§ 1-2, passed 2-11-1999)~~

ARTICLE G. NONRESIDENTIAL BUILDING OR STRUCTURE CODE

SEC. 9-1-121 TITLE.

This article shall be known and may be cited and referred to as the “Nonresidential Building or Structure Code.”

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-122 PURPOSE.

In order to protect the health, safety and welfare of the city and its citizens, it is the purpose of this article to establish minimum standards of maintenance, sanitation, and safety relating to nonresidential buildings or structures, as expressly authorized by G.S. 160D-1129. This article provides for the repair, closing or demolition of nonresidential buildings or structures as a result of a public necessity caused by conditions that are dangerous to the public health, safety and welfare.

(Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-123 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alteration. As applied to a building or structure, means a change or rearrangement in the structural parts or in the exit facilities; as enlargement, whether by extending on a side or by

increasing in height; or the moving from one location or position to another; and the term “alter” in its various moods and tenses and its participle refers to the making of an alteration.

Approved. As applied to a material, device or mode of construction, means approved by the enforcement officer under this article or by other authority designated by law to give approval in the matter in question.

Basic structural elements. The parts of a building which provide the principal strength, stability, integrity, shape and safety of the building, including but not limited to plates, studs, joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

Building. Any structure, place or any other construction built for the shelter or enclosure of persons, animals, chattels or property of any kind or any part of the structure, shelter or property.

Governing body. The City Council of the City of Greenville.

Demolish. The demolition and removal of the entire building or structure, leaving the property free and clear of any debris and without holes or pockets which may retain water.

Enforcement officer. A city code enforcement officer, building inspector, fire code inspector, or other employee designated by the City Manager to enforce the provisions of this article.

Nonresidential. Any building or structure or portion of a building or structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling unit, home, residing place, living space or sleeping space for one or more human beings, either permanently or transiently.

Occupant. Any person who is a tenant or has actual possession of a nonresidential building or structure or part thereof.

Operator. Any person who has charge, care or control of a nonresidential building or structure, or part thereof.

Owner. Any person, group of persons, or any entity owning or lawfully possessing, keeping, or having care, custody, or control of any property covered by this article. In the case of real property, the owner includes the authorized agent or property manager of the owner or any tenant.

~~Any person who alone, or jointly, or severally with others:~~

~~—(1) Shall have title in fee simple to any nonresidential building or structure, with or without accompanying actual possession thereof; or~~

~~—(2) Shall have charge, care or control of any nonresidential building or structure as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any person thus representing the actual owner shall be bound to comply with the provisions of this article and of rules and regulations adopted pursuant thereto, to the same extent as if he or she or she were the owner.~~

Parties in interest. All individuals, associations, and corporations that have interests of record in a building or structure and any that are in possession of a nonresidential building or structure.

~~All individuals, associations and corporations who have interests of record in a nonresidential building or structure and any who are in possession thereof.~~

Premises. Any lot or parcel of land inclusive of any building or improvements located thereon.

Safe. A condition which is not likely to do harm to humans or to real or personal property.

State building code. The North Carolina State Building Code, as may be amended from time to time, or any superseding regulation.

Structurally sound. Substantially free from flaw, defect, decay or deterioration to the extent that the building or structure or structural member is capable of adequately or safely accomplishing the purpose for which it was intended or designed.

Structure. Anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, except a currently operable licensed vehicle.

Unsafe. A condition which is reasonably likely to do harm to humans or to real or personal property if not corrected or stopped.

Vacant industrial warehouse. Any building or structure designed for the storage of goods or equipment in connection with manufacturing processes, which has not been used for that purpose for at least one year and has not been converted to another use.

Vacant manufacturing facility. Any building or structure previously used for the lawful production or manufacturing of goods, which has not been used for that purpose for at least one year and has not been converted to another use.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-124 APPLICABILITY AND COMPLIANCE.

(A) The provisions of this article shall apply to all nonresidential buildings or structures which are now in existence or which may be built within the corporate limits of the city.

(B) Every nonresidential building or structure and the premises on which it is situated shall comply with the provisions of this article, whether or not the building or structure shall have been constructed, altered or repaired before or after the enactment of this article, and irrespective of any permits or licenses which have been issued for the use or occupancy of the building or structure or for the installment or repair of equipment or facilities. This article establishes minimum standards for all nonresidential buildings and structures and does not replace or modify standards otherwise established for the construction, repair, alteration or use of the building or structure, equipment or facilities contained therein.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-125 MAINTENANCE STANDARDS FOR NONRESIDENTIAL BUILDINGS AND STRUCTURES.

(A) All nonresidential buildings and structures shall be free of all conditions that are dangerous and injurious to the public health, safety and welfare of occupants or members of the general public.

(B) Without limitation of the foregoing requirement, the existence of any of the following conditions shall be deemed to be dangerous to the public health, safety and welfare for which a public necessity exists for the repair, closing or demolition of the building or structure and must be corrected in accordance with the provisions of this article:

(1) Interior walls, vertical studs, partitions, supporting members, sills, joists, rafters, or other basic structural members that list, lean, or buckle to such an extent as to render the building unsafe, that are rotted, deteriorated or damaged, and that have holes or cracks which might admit rodents;

(2) Exterior walls that are not structurally sound, free from defects and damages, and capable of bearing imposed loads safely. Where a wall of a building has become exposed as a result of demolition of adjacent buildings, the wall must have all doors, windows, vents or other

similar openings closed with material of the type comprising the wall. The exposed wall shall be painted, stuccoed or bricked and sufficiently weatherproofed to prevent deterioration of the wall;

(3) Floors or roofs which have improperly distributed loads, which are overloaded, or which have insufficient strength to be reasonably safe for the purpose used. Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used. Roofs shall be kept structurally sound and shall be maintained in such a manner so as to prevent rain or other objects from penetrating into the interior of the building;

(4) Such damage by fire, wind or other causes as to render the building unsafe;

(5) Dilapidation, decay, unsanitary conditions or disrepair, which is dangerous to the health and safety of the occupants or members of the general public;

(6) Lack of adequate ventilation, light, heating or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or members of the general public;

(7) Buildings and structures including their environs that have accumulations of garbage, trash or rubbish, which creates health and sanitation problems. All garbage and solid waste shall be in approved containers or stored in a safe and sanitary manner;

(8) Buildings and structures that have loose and insufficiently anchored overhanging objects, which constitute a danger of falling on persons or property;

(9) Buildings and structures including their environs that have insufficiently protected holes, excavations, breaks, projections, obstructions, and other such dangerous impediments on and around walks, driveways, parking lots, alleyways and other areas which are accessible to and generally used by persons on or around the premises;

(10) Buildings and structures that have cracked or broken glass, loose shingles, loose wood, crumbling stone or brick, loose or broken plastic, or other dangerous objects or similar hazardous conditions. Exterior surfaces shall be maintained in such material or treated in such a manner as to prevent deterioration and repaired or replaced with like or similar material according to its original use;

(11) Buildings and structures that have objects and elements protruding from building walls or roofs, which are unsafe or not properly secured or which can create a hazard such as abandoned electrical boxes and conduits, wires, sign brackets and other brackets, and similar objects;

(12) Chimneys, flues and vent attachments thereto which are not structurally sound. Chimneys, flues, gas vents or other draft-producing equipment which are in use shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable, smoke-tight and capable of withstanding the action of flue gases;

(13) Exterior porches, landings, balconies, stairs, or fire escapes which are not structurally sound. All exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept sound, in good repair and free of defects;

(14) Cornices which are not structurally sound. Rotten or weakened portions shall be repaired and/or replaced. All exposed wood shall be treated or painted;

(15) Improperly attached gutters or down-spouts that are located so as to cause a hazard to pedestrian, vehicular traffic or adjacent property;

(16) Advertising sign structures, attached or freestanding awnings, marquees and their supporting members, and other similar attachments and structures that cause a safety hazard to the occupants or members of the general public;

(17) All exterior surfaces that may cause unsafe conditions due to a lack of maintenance. Exterior surfaces shall be painted or sealed in order to protect the underlying surface from deterioration. All exterior surfaces that have been painted shall be maintained generally free of peeling and flaking. Where 50% or more of the aggregate of any painted surface shall have peeling or flaking or previous paint worn away, the entire surface shall be repainted in order to prevent further deterioration;

(18) Windows containing broken or cracked glass that could be in danger of falling or shattering. All windows must be tight-fitting and have sashes of proper size and design and free from rotten wood, broken joints, or broken or loose mullions;

(19) All openings originally designed as windows, doors, loading docks or other means of egress or ingress which have been temporarily closed by boarding or other manner in a non-secure manner so as to allow unauthorized admittance. If an opening is temporarily closed by boarding to secure the building or structure, the boarding shall be trim fit, sealed to prevent water intrusion, and painted or stained to properly conform with the other exterior portions of the building and the building or structure shall be maintained in a state that secures the building or structure from any unauthorized admittance from humans, animals or birds; and

(20) Any combination of conditions which in the judgment of the Enforcement Officer renders any building or structure dangerous or injurious to the health, safety or general welfare of occupants or members of the general public.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-126 DUTIES OF THE ENFORCEMENT OFFICER.

(A) The Enforcement Officer is hereby designated as the public officer to enforce the provisions of this article and to exercise the duties and powers herein prescribed.

(B) It shall be the duty of the Enforcement Officer:

(1) To investigate the conditions of nonresidential buildings and structures in the city and to inspect nonresidential buildings and structures located in the city in order to determine which nonresidential buildings and structures are not being maintained so that the health and safety of its occupants or members of the general public are jeopardized, and for the purpose of carrying out the objectives of this article with respect to the nonresidential buildings and structures;

(2) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect the repair or demolition of nonresidential buildings and structures which have not been properly maintained in compliance with minimum standards established by this article;

(3) To keep a record of the results of inspections made under this article and an inventory of those nonresidential buildings and structures which have not been properly maintained in compliance with the minimum standards established by this article; and

(4) To perform such other duties as may be herein prescribed.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-127 POWERS OF ENFORCEMENT OFFICER.

The Enforcement Officer is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this article, including the following powers in addition to others herein granted:

(A) To investigate nonresidential buildings and structures in the city to determine whether they have been properly maintained in compliance with the minimum standards established by

this article so that the safety or health of the occupants or members of the general public are not jeopardized;

(B) To administer oaths and affirmations, examine witnesses and receive evidence;

(C) To enter upon premises for the purpose of making examinations and inspections, provided that the entries shall be made in accordance with law and in such manner as to cause the least possible inconvenience to the persons in possession; and

(D) To appoint and fix duties of such officers, agents and employees as the Enforcement Officer deems necessary to carry out the purposes of this article.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-128 ADMINISTRATIVE LIABILITY

No officer, agent, official (elected or appointed) or employee of the City shall render themselves personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties under this Article.

SEC. 9-1-129 CONFLICTS OF INTEREST.

(A) In accordance with G.S. § 160D-109, No staff member shall make a final decision on an administrative decision required by this Article if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship. If a staff member has a conflict of interest under this section, the decision shall be assigned to the supervisor of the staff person or such other staff person as may be designated by the development regulation or other ordinance.

(B) No staff member shall be financially interested or employed by a business that is financially interested in a development subject to regulation under this Article unless the staff member is the owner of the land or building involved. No staff member or other individual or an employee of a company contracting with a local government to provide staff support shall engage in any work that is inconsistent with their duties or with the interest of the local government, as determined by the local government.

(C) In accordance with G.S. § 160D-1108, Staff members, agents, or contractors responsible for building inspections shall comply with G.S. § 160D-109(c). No member of Inspections Division shall be financially interested or employed by a business that is financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of any building within the City of Greenville's planning and development regulation jurisdiction or any part or system thereof, or in the making of plans or specifications therefor, unless he is the owner of the building. No member of an Inspections Division or other individual or an employee of a company contracting with the City to conduct building inspections shall engage in any work that is inconsistent with their duties or with the interest of the City of Greenville, as determined by the City. The City of Greenville must find a conflict of interest if any of the following is the case:

(1) If the individual, company, or employee of a company contracting to perform building inspections for the City of Greenville has worked for the owner, developer, contractor, or project manager of the project to be inspected within the last two years.

(2) If the individual, company, or employee of a company contracting to perform building inspections for the City of Greenville is closely related to the owner, developer, contractor, or project manager of the project to be inspected.

(3) If the individual, company, or employee of a company contracting to perform building inspections for the City of Greenville has a financial or business interest in the project to be inspected.

SEC. 9-1-~~130~~¹²⁸ INSPECTIONS.

(A) For the purpose of making inspections, the Enforcement Officer is hereby authorized to enter, examine and survey, at all reasonable times, nonresidential buildings and structures.

(B) If entry upon the premises for purposes of investigation is necessary, the entry shall be made pursuant to a duly issued administrative search warrant in accordance with G.S. § 15-27.2 or with permission of the owner, the owner's agent, a tenant or other person legally in possession of the premises.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-~~131~~¹²⁹ PROCEDURE FOR ENFORCEMENT.

(A) Preliminary investigation. Whenever it appears to the Enforcement Officer that any nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public are jeopardized for failure of the property to meet the minimum standards established by this article, the Enforcement Officer shall undertake a preliminary investigation, including, but not limited to, an inspection of the premises and discussion with any witnesses.

(B) Complaint and hearing. If the preliminary investigation discloses evidence of a violation of the minimum standards established by this article, the Enforcement Officer shall issue a complaint and cause to be served upon the owner of and parties in interest in the nonresidential building or structure a complaint. The complaint shall state the charges and contain a notice that an administrative hearing will be held before the Enforcement Officer at a place and time fixed in the complaint, not less than ~~ten~~ 10 days nor more than 30 days, after the serving of the complaint; that the owner and parties in interest shall be given the right to answer the complaint and to appear in person, or by electronic means and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Enforcement Officer.

(C) Procedure after hearing.

(1) If, after notice and hearing, the Enforcement Officer determines that the nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public is jeopardized for failure of the property to meet the minimum standards established by this article, the Enforcement Officer shall state, in writing, findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order in accordance with the provisions of subsections (C)(2) and (C)(3) of this section and subject to the limitations set forth in sections 9-1-132 and 9-1-133.

(2) If the Enforcement Officer determines that the cost of repair, alteration or improvement of the building or structure would not exceed 50% of its then current value, then the Enforcement Officer shall state in writing the findings of fact in support of the determination and issue an order that requires the owner to either: repair, alter or improve the nonresidential building or

structure in order to bring it into compliance with the minimum standards established by this article; or vacate and close the nonresidential building or structure for any use, not less than thirty days and not more than ninety (90) days.

(3) If the Enforcement Officer determines that the cost of repair, alteration or improvement of the building or structure would exceed 50% of its then current value, then the Enforcement Officer shall state in writing the findings of fact in support of the determination and issue an order that requires the owner to either: remove or demolish the nonresidential building or structure; or repair, alter or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by this article, not less than thirty days and not more than ninety (90) days.

~~(1) If, after notice and hearing, the Enforcement Officer determines that the nonresidential building or structure has been maintained in that the property meets the minimum standards established by this article, the Enforcement Officer shall state in writing findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof a copy of the determination.~~

~~—(2) If, after notice and hearing, the Enforcement Officer determines that the nonresidential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public is jeopardized for failure of the property to meet the minimum standards established by this article, the Enforcement Officer shall state, in writing, findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order in accordance with the provisions of subsections (C)(3) and (C)(4) of this section and subject to the limitations set forth in sections 9-1-130 and 9-1-131.~~

~~—(3) If the Enforcement Officer determines that the cost of repair, alteration or improvement of the building or structure would not exceed 50% of its then current value, then the Enforcement Officer shall state in writing the findings of fact in support of the determination and issue an order that requires the owner, within a reasonable time specified in the order, to either: repair, alter or improve the nonresidential building or structure in order to bring it into compliance with the minimum standards established by this article; or vacate and close the nonresidential building or structure for any use.~~

~~—(4) If the Enforcement Officer determines that the cost of repair, alteration or improvement of the building or structure would exceed 50% of its then current value, then the Enforcement Officer shall state in writing the findings of fact in support of the determination and issue an order that requires the owner, within a reasonable time specified in the order, to either: remove or demolish the nonresidential building or structure; or repair, alter or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by this article.~~

(D) Failure to comply with order and ordinances.

(1) If the owner fails to comply with an order to either repair, alter or improve the nonresidential building or structure, or vacate and close the nonresidential building or structure, the Enforcement Officer shall submit to the City Council an ordinance ordering the Enforcement Officer to cause the nonresidential building or structure to be repaired, altered or improved in order to bring it into compliance with the minimum standards established by this article or to be vacated and closed for any use. The property shall be described in the ordinance. If City Council adopts the ordinance, the Enforcement Officer shall cause the building or structure to be vacated and closed for any use.

(2) If the owner fails to comply with an order to either: remove or demolish the nonresidential building or structure; or repair, alter or improve the nonresidential building or structure, the Enforcement Officer shall submit to the City Council an ordinance ordering the Enforcement Officer to cause the nonresidential building or structure to be removed or demolished. No ordinance shall be adopted to require removal or demolition of a nonresidential building or structure until the owner has first been given a reasonable opportunity to bring it into conformity with the minimum standards established by the City Council. The property shall be described in the ordinance. If City Council adopts the ordinance, the Enforcement Officer shall cause the building or structure to be removed or demolished.

(E) *In rem action.* After failure of an owner of a nonresidential building or structure to comply with an order of the Enforcement Officer issued pursuant to the provisions of this article and upon adoption by the City Council of an ordinance authorizing and directing the owner to do so, as provided by G.S. § 160D-1129(f) and section (D) of this article, the Enforcement Officer shall proceed to cause the nonresidential building or structure to be repaired, altered or improved to comply with the minimum standards established by this article, or to be vacated and closed or to be removed or demolished, as directed by the ordinance of the City Council. The Enforcement Officer may cause to be posted on the main entrance of any nonresidential building or structure which is to be vacated and closed a placard with the following words: “This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful.” Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a Class 1 misdemeanor, as provided by G.S. § 160D-1124.

(Ord. No. 09-07, passed 1-8-2009) (Updated by Ord. No. 23-048, passed 6-8-2023)

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-~~132~~¹³⁰ LIMITATIONS ON ORDERS AND ORDINANCES; HISTORIC LANDMARK OR HISTORIC DISTRICT.

Notwithstanding any other provision of this article, if the nonresidential building or structure is designated as a local historic landmark, listed in the National Register of Historic Places, or located in a locally designated historic district or in a historic district listed in the National Register of Historic Places and the City Council determines, after a public hearing, that the nonresidential building or structure is of individual significance or contributes to maintaining the character of the district, and the nonresidential building or structure has not been condemned as unsafe, an order issued by the Enforcement Officer pursuant to section 9-1-129(C) and an ordinance approved by City Council pursuant to section 9-1-129(D) may only require that the nonresidential building or structure be vacated and closed until it is brought into compliance with the minimum standards established by this article.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-~~133~~¹³⁴ LIMITATIONS ON ORDERS AND ORDINANCES; VACANT MANUFACTURING FACILITY OR VACANT INDUSTRIAL WAREHOUSE.

Notwithstanding any other provision of this article, an order issued by the Enforcement Officer pursuant to section 9-1-129(C) and an ordinance approved by City Council pursuant to section 9-1-129(D) may not require repairs, alterations or improvements to be made to a vacant manufacturing facility or a vacant industrial warehouse to preserve the original use. The order and ordinance may require the building or structure to be vacated and closed, but repairs may be

required only when necessary to maintain structural integrity or to abate a health or safety hazard that cannot be remedied by ordering the building or structure closed for any use.
(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-~~134~~¹³² VACATED AND CLOSED NONRESIDENTIAL BUILDINGS OR STRUCTURES.

(A) If the City Council has adopted an ordinance or the Enforcement Officer has issued an order requiring the building or structure to be repaired, altered or improved, or vacated and closed, and the building or structure has been vacated and closed for a period of two years pursuant to the ordinance or order, then if the City Council finds that the owner has abandoned the intent and purpose to repair, alter or improve the building or structure and that the continuation of the building or structure in its vacated and closed status would be inimical to the health, safety and welfare of the city in that it would continue to deteriorate, would create a fire or safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, or would cause or contribute to blight and the deterioration of property values in the area, then City Council may, after the expiration of the two-year period, adopt an ordinance and serve the ordinance on the owner, setting forth the following:

(1) The ordinance shall require that the owner either demolish and remove the nonresidential building or structure within 90 days, or repair, alter, or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by this article within 90 days.

(2) The ordinance shall require that if the owner does not either demolish and remove the nonresidential building or structure within 90 days, or repair, alter or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by this article within 90 days, then the Enforcement Supervisor or officer shall demolish and remove the nonresidential building or structure.

(B) In the case of a vacant manufacturing facility or a vacant industrial warehouse, the building or structure must have been vacated and closed pursuant to an order or ordinance for a period of five years before City Council may take action under this section.

(C) If the owner fails to comply with the requirements of the ordinance within 90 days, the Enforcement Officer shall demolish and remove the nonresidential building or structure.
(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-~~135~~¹³³ METHODS OF SERVICE OF COMPLAINTS AND ORDERS.

(A) In accordance with G.S. § 160D-1129(h), complaints or orders issued by the Enforcement Officer under this article shall be served upon persons either personally or by certified mail, so long as the means used are reasonably designed to achieve actual notice. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. When the manner of service is by regular mail in conjunction with certified mail, and the certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten days after mailing, service shall be deemed sufficient. The person mailing the complaint or order by regular mail shall certify that fact and the date thereof, and the certificate shall be conclusive in the absence of fraud. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

(B) If the identities of any owner or the whereabouts of persons are unknown and cannot be ascertained by the Enforcement Officer in the exercise of reasonable diligence, and the

Enforcement Officer makes an affidavit to that effect, then the serving of the complaint or order upon the unknown owners or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected. (Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

~~SEC. 9-1-134 IN REM ACTION BY THE ENFORCEMENT OFFICER.~~

~~—After failure of an owner of a nonresidential building or structure to comply with an order of the Enforcement Officer issued pursuant to the provisions of this article and upon adoption by the City Council of an ordinance authorizing and directing the owner to do so, as provided by G.S. 160D-1129(f) and section (D) of this article, the Enforcement Officer shall proceed to cause the nonresidential building or structure to be repaired, altered or improved to comply with the minimum standards established by this article, or to be vacated and closed or to be removed or demolished, as directed by the ordinance of the City Council. The Enforcement Officer may cause to be posted on the main entrance of any nonresidential building or structure which is to be vacated and closed a placard with the following words: “This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful.” Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a Class 3 misdemeanor.~~

~~(Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)~~ (Merged into 9-1-131(E), *In rem action*)

SEC. 9-1-~~136~~135 COSTS, A LIEN ON PREMISES.

(A) As provided by G.S. 160D-1129(i), the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition, caused to be made or done by the Enforcement Officer pursuant to section 9-1-~~131~~129(D) or section 9-1-~~134~~132 shall be a lien against the real property upon which the costs were incurred. The lien shall be filed, have the same priority, and be enforced and the costs collected as provided by G.S. Chapter 160A, Article 10. The amount of the costs shall also be a lien on any other real property of the owner located within the city limits except for the owner’s primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.

(B) If the nonresidential building or structure is removed or demolished by the Enforcement Officer, the Enforcement Officer shall offer for sale the recoverable materials of the building or structure and any personal property, fixtures or appurtenances found in or attached to the building or structure and shall credit the proceeds of the sale, if any, against the cost of the removal or demolition. Any balance remaining shall be deposited in the Superior Court by the Enforcement Officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court. Nothing in this section shall be construed to impair or limit in any way the power of the City Council to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

(Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~137~~136 EJECTMENT.

If any occupant fails to comply with an order to vacate a nonresidential building or structure, the Enforcement Officer may file a civil action in the name of the city to remove the occupant. The action to vacate shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties defendant any person occupying the nonresidential building or structure. The Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served and if at the hearing the Enforcement Officer produces a certified copy of an ordinance adopted by the City Council pursuant to G.S. § 160D-1129(f) and section 9-1-~~131~~129(D) to vacate the occupied nonresidential building or structure, the magistrate shall enter judgment ordering that the premises be vacated and all persons be removed. The judgment ordering that the nonresidential building or structure be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. § 42-30. An appeal from any judgment entered under this subsection by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of the judgment may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a nonresidential building or structure who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this subsection unless the occupant was served with notice, at least 30 days before the filing of the summary ejectment proceeding, that the City Council has ordered the Enforcement Officer to proceed to exercise his or her duties under G.S. § 160D-1129(f) and section 9-1-~~131~~129(D) to vacate and close or remove and demolish the nonresidential building or structure. (Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~138~~137 FILING OF ORDINANCES.

An ordinance adopted by City Council pursuant to section 9-1-~~131~~129(D) or section 9-1-~~134~~132 of this article shall be recorded in the office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. 160D-1129(f) and (g). (Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~139~~138 ALTERNATIVE REMEDIES.

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by G.S. § 160D-1120 and section 9-1-144 of this article, and the enforcement of any remedy provided herein or in other ordinances or laws. (Updated by Ord. No. 23-048, passed 6-8-2023)

~~Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by G.S. 14-4 and section 9-1-142 of this article, and the enforcement of any remedy provided herein or in other ordinances or laws. (Ord. No. 09-07, passed 1-8-2009)~~

SEC. 9-1-~~140~~139 BOARD OF ADJUSTMENT TO HEAR APPEALS.

(A) All appeals which may be taken from decisions or orders of the Enforcement Officer pursuant to this article shall be heard and determined by the Board of Adjustment. As the appeals body, the Board shall have the power to fix the times and places of its meetings, to adopt necessary rules of procedure and any other rules and regulations which may be necessary for the proper discharge of its duties.

(B) Appeals shall be subject to the following:

(1) An appeal from any decision or order of the Enforcement Officer may be taken by any person aggrieved thereby, and otherwise entitled to bring an appeal under applicable State law. Any appeal from the Enforcement Officer shall be taken within ten days from the rendering of the decision or service of the order, and shall be taken by filing with the Enforcement Officer's Department Head or their designee ~~Enforcement Officer~~ and with the Board of Adjustment a notice of appeal which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Enforcement Officer shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed from was made. When the appeal is from a decision of the Enforcement Officer refusing to allow the person aggrieved thereby to do any act, the Enforcement Officer's decision shall remain in force until modified or reversed. When any appeal is from a decision of the Enforcement Officer requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Enforcement Officer certifies to the Board, after the notice of appeal is filed, that by reason of the facts stated in the certificate (a copy of which shall be furnished the appellant) a suspension of the requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the Enforcement Officer, by the Board, or by a court of record upon petition made pursuant to G.S. 160D-1208(d) and section 9-1-~~141~~440.

(2) The Board shall fix a reasonable time for the hearing of all appeals, shall give notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Enforcement Officer, but the concurring vote of four-fifths of the members of the Board shall be necessary to reverse or modify any decision or order of the Enforcement Officer. The Board shall have power also in passing upon appeals, in any case when practical difficulties or unnecessary hardships would result from carrying out the strict letter of this article, to adapt the application of the article to the necessities of the case to the end that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.

(C) Every decision of the Board shall be subject to review by the Superior Court by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.

(Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~141~~440 TEMPORARY INJUNCTION REMEDY FOR AGGRIEVED PERSON.

Any person aggrieved by an order issued by the Enforcement Officer or a decision rendered by the Board of Adjustment shall have the right within 30 days after issuance of the order or rendering of the decision, to petition the Superior Court for a temporary injunction restraining

the Enforcement Officer pending a final disposition of the cause, as provided by G.S. 160D-1208(d).

(Ord. No. 09-07, passed 1-8-2009; Ord. No. 21-032, § 1, passed 6-21-2021)

SEC. 9-1-~~142~~~~144~~ CONFLICT WITH OTHER PROVISIONS.

In the event any provision standard, or requirement of this article is found to be in conflict with any other ordinance or code of the city, the provisions which establishes the higher standard or more stringent requirement for the promotion and protection of health and safety of the citizens of the city shall prevail.

(Ord. No. 09-07, passed 1-8-2009)

SEC. 9-1-~~143~~~~142~~ PENALTIES VIOLATIONS; PENALTY.

(A) It shall be unlawful for the owner of any nonresidential building or structure to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the Enforcement Officer duly made and served in accordance with the provisions of this article, within the time specified in the order, and each day that any such failure, neglect or refusal to comply with the order continues shall constitute a separate and distinct offense. It shall be unlawful for the owner of any nonresidential building or structure, with respect to which an order has been issued pursuant to section 9-1-~~131~~~~129~~(C) of this article, to occupy or permit the occupancy of the same after the time prescribed in the order for its repair, alteration, improvement, or its vacation and closing, and each day that the occupancy continues after the prescribed time shall constitute a separate and distinct offense.

(B) Penalties. A violation of this article may subject the violator to any or all of the following penalties.

(1) Criminal. The violation of any provisions of this article shall constitute a class 1 misdemeanor, as provided by G.S. § 160D-1124.

(2) Civil. A violation of any of the provisions of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

a. First Violation. A violation of an order issued by the Enforcement Supervisor or officer shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

b. Second Violation within 365 days of the first violation. A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifth dollars (\$250.00).

c. Third and subsequent violations within 365 days of the first violation. A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(3) Appeals; payment of civil penalty. Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this section must be paid to and received by the City's Financial Services Department within five business days from the date of issuance.

(4) Methods of recovery of unpaid civil penalty. Unless appealed in accordance with the appeal provisions of this article, if full payment for an assessed civil penalty is not timely received by the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

- a. A civil action in the nature of a debt.
- b. The use of a collections agency and the assessment of an administrative fee.
- c. The use of the provisions of Chapter 105A (the Setoff Debt Collection Act) and N.C.G.S. § 18C-134
- d. Equitable remedies issued by a court of competent jurisdiction.
- e. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(5) Separate offenses. Each day's continuing violation shall be a separate and distinct offense. (Updated by Ord. No. 23-048, passed 6-8-2023)

~~—(B) The violation of any provision of this article shall constitute a misdemeanor, as provided by G.S. 14-4.~~

~~—(C) In addition to or in lieu of the other remedies provided by this article, any owner of a nonresidential building or structure that fails to comply with an order of the Enforcement Officer within the time specified therein, shall be subject to a civil penalty in the amount of \$50 for the first offense, \$100 for the second offense in the calendar year, and \$250 for the third and subsequent offenses in the calendar year. Each subsequent offense after the third will be subject to a civil penalty of \$250. Each 30-day period or part thereof in which a violation is allowed to persist will constitute a separate and distinct offense. (Ord. No. 09-07, passed 1-8-2009)~~

ARTICLE H. REGULATION OF VACATED AND CLOSED BUILDINGS OR STRUCTURES & DWELLINGS ~~CLOSING OR SECURING VACATED AND CLOSED BUILDINGS~~

SEC. 9-1-145 APPLICABILITY.

(A) It is the purpose of this article to promote the health, safety and general welfare of the citizens and preserve the dignity and peace of the city by establishing regulations governing boarded up buildings or structures and dwellings in order to prevent their detrimental effects in the city's neighborhoods.

(B) The Code Enforcement Division shall be responsible for the administration and enforcement of the provisions of this article and shall have the following authority:

- 1. To inspect the properties;
- 2. To obtain administrative search and inspection warrants, if necessary, as provided in G.S. § 15-27.2; and
- 3. To issue notices of violation and impose civil penalties.

(C) The provisions of this section shall apply to the following:

- (1) Abandoned structures which are being vacated and closed as a result of an order by the Code Enforcement ~~Supervisor~~ ~~Coordinator~~ or officer or an ordinance adopted by City Council pursuant to the abandoned structure provisions of Article ~~F E~~ of this chapter;
- (2) Dwellings which are being vacated and closed as a result of an order by the Code Enforcement ~~Supervisor~~ ~~Coordinator~~ or officer or an ordinance adopted by City Council pursuant to the Minimum Housing Code provisions of Article F of this chapter; and
- (3) Nonresidential buildings or structures which are being vacated and closed as a result of an order by the ~~Code~~ Enforcement ~~Supervisor~~ ~~Coordinator~~ or officer or an ordinance adopted

by City Council pursuant to the Nonresidential Building or Structure Code provisions of Article G of this chapter.

~~(D) Buildings or structures which are being vacated and closed for a period of time greater than 30 days.~~

(Ord. 15-042, § 1, passed 8-13-2015)

SEC. 9-1-146 DEFINITIONS

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Board Up. The boarding up of any means of egress and ingress, including, without limitation, windows and doors that are clearly visible from the public right-of-way, to an unoccupied building or structure.

Dwelling. Any building, structure, manufactured home or mobile home, or part thereof, intended to be used for human habitation or intended to be so used, and includes any appurtenances therewith.

Department. The Neighborhood and Business Services Department, Code Enforcement Division. With respect to the department, the Neighborhood and Business Services Department director may delegate any of the functions or powers of the department under this article to such officers and agents they may designate.

Nonresidential. Any building or structure or portion of a building or structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling unit, home, residing place, living space or sleeping space for one or more human beings, either permanently or transiently.

Owner. Any person, group of persons, or any entity owning or lawfully possessing, keeping, or having care, custody, or control of any property covered by this article. In the case of real property, the owner includes the authorized agent or property manager of the owner or any tenant.

Unoccupied. A building or structure that is not occupied or that is occupied by unauthorized persons. In the case of a multi-unit building or structure, unoccupied means when any one unit is unoccupied or occupied by unauthorized persons.

SEC. 9-1-147146 STANDARDS.

(A) When a building or structure or dwelling subject to the provisions of this section is closed or secured, all openings to be boarded shall be covered in one piece of wood, cut to size to fit and secured by screws no less than three inches in length. Broken windows must be either completely repaired or securely boarded. Boards secured to openings shall be painted after installation to match the primary color or trim color of the residence to minimize the appearance of a dilapidated structure. The building or structure will be closed or secured in compliance with the checklist of materials and procedures prepared by the Code Enforcement Division and filed in the office of the City Clerk.

(B) After a building or structure or dwelling subject to the provisions of this section is closed or secured, the owner or manager of the building or structure or dwelling shall remain responsible for compliance with maintenance of the exterior including the grounds and for interior safety including preventing access to the interior during the period of closure.

(Ord. 15-042, § 1, passed 8-13-2015)

SEC. 9-1-148147 NOTICE OF VIOLATION; PENALTIES. PENALTY.

(A) The Code Enforcement Supervisor or officer shall notify the owner of a boarded up building or structure or dwelling of a violation of this article and the owner shall have ten business days from the date of the notice of violation to abate the violation.

(B) Penalties. A violation of this article may subject the violator to any or all of the following penalties.

(1) Civil. A violation of any of the provisions of this article shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

a. First Violation. A violation of an order issued by the Code Enforcement Supervisor or officer shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

b. Second Violation within 365 days of the first violation. A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifth dollars (\$250.00).

c. Third and subsequent violations within 365 days of the first violation. A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(2) Appeals; payment of civil penalty. Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this section must be paid to and received by the City's Financial Services Department within five business days from the date of issuance.

(3) Methods of recovery of unpaid civil penalty. Unless appealed in accordance with the appeal provisions of this article, if full payment for an assessed civil penalty is not timely received by the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

a. A civil action in the nature of a debt.

b. The use of a collections agency and the assessment of an administrative fee.

c. The use of the provisions of Chapter 105A (the Setoff Debt Collection Act) and N.C.G.S. § 18C-134

d. Equitable remedies issued by a court of competent jurisdiction.

e. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(4) Separate offenses. Each day's continuing violation shall be a separate and distinct offense.

(C) Abatement by the City. Failure to abate the violation shall result in the owner's assessment of the costs of abatement and imposition of administrative fees. The Code Enforcement Supervisor or officer may afford the owner additional time to abate the violation if the failure was caused by weather conditions or other factors as determined by the Code Enforcement Supervisor or officer not to have been within the control of the owner.

Any violation of the provisions of this chapter shall subject the offender to a civil penalty in the amount of \$25. Each day that any violation continues shall be considered a separate offense for the purpose of the penalty. Violators shall be issued a written citation, which must be paid within

~~72 hours. If the person fails to pay the civil penalty within 72 hours, the city may recover the penalty including all costs and attorney's fees by filing a civil action in the general court of justice in the nature of a suit to collect a debt.~~

ARTICLE I. HOUSEMOVERS

SEC. 9-1-151 USE OF BOND FOR DAMAGES OR EXPENSES.

If damages occur to any city-owned, -occupied or -maintained property as a result of the moving activities, or if the activities cause the use of city personnel for traffic control or other ancillary assistance, the cost of repairs or expenses will be retained by the city from the bond. However, the mover is liable for all such damages and expenses and his or her liability is not limited to the amount of bond.

(1971 Code, § 9-1-152) (Ord. No. 1025, passed 11-13-1980)

SEC. 9-1-152 RETURN OF UNUSED BOND.

After verification by the Building Inspector and police that no damages or expenses occurred in the moving, the entire bond will be returned to the mover. If damages or expenses were incurred, the amount of the bond remaining, if any, after payment of the damages and expenses, will be returned to the mover.

(1971 Code, § 9-1-153) (Ord. No. 1025, passed 11-13-1980)

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 4. This ordinance will become effective upon passage.

This the _____ day of _____ 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and notarial seal this _____ day of _____ 2023.

Notary Public

My Commission Expires:

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING TITLE 12, CHAPTER 3: WEEDS, VEGETATION AND OTHER PUBLIC HEALTH NUISANCES

WHEREAS, the City Council of the City of Greenville desires to revise certain provisions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville;

WHEREAS, Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville has not been substantially revised since 2006 with the majority of the Chapter not having been revised since the 2000s; and

WHEREAS, the repeal and replacement of various provisions of Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville is necessary to adequately ensure uniform compliance with applicable law and insure continued protection of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

SECTION 1. Part II, Title 12, Chapter 3 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

Article A. Nuisances

- 12-3-1 Definitions ~~Weeding and tidying of premises, cutting of right of way; required~~
- 12-3-2 Weeding and tidying of premises, cutting of right-of-way; required ~~Enforcement~~
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Article B. Flood Damaged Manufactured Homes

- 12-3-12 Nuisance prohibited ~~Nuisance abatement procedures~~
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Article C. Graffiti

- ~~12-3-21~~ ~~Graffiti as nuisance~~
- 12-3-21 Definitions

~~12-3-22 Graffiti as Nuisance; Purpose of Article; Authority of Division-Definitions~~

~~12-3-23 Engaging in Graffiti Unlawful; Penalties-Graffiti prohibited~~

~~12-3-24 Graffiti Abatement Procedures; Penalties-Abatement procedures~~

~~12-3-25 Civil penalty~~

Statutory reference:

General ordinance-making power, see Article 8, G.S. § 160A-174

Abatement of public health nuisances, see Article 8, G.S. § 160A-193

ARTICLE A. NUISANCES

SEC. 12-3-1 DEFINITIONS.

The following words, terms and phrases, and their derivatives, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Building Materials. Lumber, brick, stone carpet, plumbing materials, plaster, concrete, roofing, floor coverings, gutters or other materials or substances suitable for or commonly used in the construction or repair of houses, commercial buildings and other structures, driveways, fences, decks, landings, patios, porches or carports

Building Rubbish. Rubbish from construction, remodeling, and repair operations on houses, commercial buildings, and other structures, including but not limited to stones, brick, plaster, lumber, concrete, and waste parts occasioned by installations and replacements.

Combustible refuse. Refuse, capable of incineration or burning, such as garbage, paper, rags, boxes and wood.

Chronic violator. A person who owns property whereupon, in the previous calendar year, the City abated a nuisance as defined in section 12-3-4(B), (C) or (D) on at least three occasions.

Firewood. Parts of trees cut into logs suitable for use in fireplaces or for use in wood-burning heaters which are not rotten or decayed.

Garbage. The accumulation of solid waste, trash, yard waste, recyclables or junk which produces offensive, noxious or foul odors or vapors or which provides refuge or sustenance for rodents, harmful insects or other pests.

Harmful insects. Mosquitoes, ticks, fleas and flies and other arthropods which can be living transporters and transmitters of a causative agent of a disease.

Heavily wooded lot. A lot so densely covered with trees and undergrowth that equipment cannot maneuver.

Junk. Any furniture, appliances, machinery, equipment, building fixture, automotive parts, tires, or other similar items which is either in a wholly or partially rusted, wrecked, dismantled, or inoperative condition.

Litter. Any discarded manmade materials, including but not limited to, garbage, rubbish, trash, refuse, can, bottle, box, container, wrapper, paper, paper product, tire, appliance, mechanical equipment or part, building or construction material, tool, machinery, wood, or motor vehicle parts, solid waste material, industrial materials and hazardous waste, or discarded material in any form resulting from domestic, industrial, commercial, medical or agricultural operations.

Noxious vegetation. Plants that cause dermatitis through direct or indirect contact or plants that cause internal poisoning if eaten or ingested including but not limited to poison sumac, poison ivy or poison oak.

Nuisance. Any condition that is dangerous or prejudicial to the public health or public safety.

Open Place. An area of property or portion thereof that is open, including building openings or residential units that are open to the exterior, such as attached carports, or porches, and any other exterior portions of properties ordinarily exposed to public view.

Ornamental grasses. True grasses (Gramineae) including close relatives such as sedges (Cyperaceae), rushes (Juncaceae), hardy bamboos (particularly the genus Phyllostachys), and others.

Owner. Any person, group of persons, or any entity owning or lawfully possessing, keeping, or having care, custody, or control of any property covered by this article. In the case of real property, the owner includes the authorized agent or property manager of the owner or any tenant.

Pest. Any destructive or troublesome insect or small animal.

Refuse. Ashes, tin cans, dirty rags, trash, house sweepings, paper, paper cups, shavings, bottles and other rubbish.

Verified Violation. Means a violation of section 12-3-4(B), (C) or (D), of the City of Greenville Code as designated and determined by the Code Enforcement Supervisor or officer.

Weed. Any undesired, uncultivated plant.

Yard waste. Grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar materials which are generated in the maintenance of yards and gardens.

SEC. 12-3-2 WEEDING AND TIDYING OF PREMISES, CUTTING OF RIGHT-OF-WAY; REQUIRED.

Any person owning real property within the city is hereby required to maintain both the property and adjoining right-of-way under the following criteria:

- (A) Before any weeds and grass reach a height of ten inches;
- (B) Prevent any weeds and grass from encroaching upon the sidewalk, driveway, or the curb or edge of the pavement of the abutting street;
- (C) To keep such property and right-of-way free from trash and refuse matter at all times; and
- (D) To keep such property and right-of-way free from the conditions enumerated in section 12-3-4.

(Ord. No. 97-114, § 1, passed 10-9-1997; Ord. No. 06-127, § 1, passed 12-14-2006)

SEC. 12-3-3 ENFORCEMENT.

The Code Enforcement Division of the City shall be responsible for the administration and enforcement of this chapter. The Code Enforcement Supervisor or officer(s) are authorized to exercise such powers as may be necessary to carry out the intent and provisions of this chapter.

(Ord. No. 97-89, § 5, passed 8-14-1997; Ord. No. 97-114, § 1, passed 10-9-1997; Ord. No. 06-75, §§ 3, 4, passed 8-10-2006)

SEC. 12-3-4 NUISANCES PROHIBITED; ENUMERATION.

The following enumerated and described conditions are hereby found, deemed and declared to constitute a detriment, danger and hazard to the public health and the public safety of the inhabitants of the city and are found, deemed and declared to be public nuisances wherever the same may exist, and the creation, maintenance or failure to abate any nuisances is hereby declared unlawful:

(A) Any condition which is a breeding ground or harbor for ~~mosquitoes or a breeding ground or harbor for rats~~ rodents, harmful insects or other pests;

(B) A place of dense growth of weeds, grass or other noxious vegetation exceeding ten (10) inches in height, provided this condition shall not apply to those lands certified, dedicated or designated by the city or other appropriate governmental agency as vegetative buffer, floodplain, stream buffer, open space or other natural or environmentally sensitive area established to protect the public or protect and preserve natural greenways, floodways, streams or water quality. The following exceptions shall also apply for lots exceeding one (1) acre in size:

1. These lots shall be maintained to a depth of twenty (20) feet from the improved road surface for all dense growth and noxious vegetation.

2. If and only if the adjacent property is occupied by a building or structure, lots exceeding one (1) acre, or vacant undeveloped lots shall be maintained to a depth of one hundred (100) feet from the side and rear property lines for all dense growth and noxious vegetation.

~~—(B) A place of heavy growth of weeds, grasses, vines or other vegetation over ten inches in height;~~

(C) The growth of shrubs, vines or other vegetation on one's commercial or residential lot in such a manner as to allow such shrubs, vines or other vegetation to become a breeding ground or harbor for rodents, harmful insects or other pests, a collecting place for trash and litter, or a fire hazard. This subsection does not apply to lots using shrubs, vines or vegetation as a perimeter wall or barrier as long as such does not become a nuisance. A place of growth of vines, shrubs or other vegetation when such condition is causing a breeding ground for rodents or is a focal point for any other nuisance enumerated in this section;

(D) A concentrated growth of kudzu, poison sumac (Rhus vernix), poison ivy (Rhus radicans), poison oak (Rhus toxicodendron) or other noxious vegetation, other than kudzu or noxious vegetation growing in a heavily wooded lot unless such growth from the heavily wooded lot is:

(1) Encroaching upon any adjoining property with a building or structure. Removal of any noxious vegetation found overhanging onto adjoining properties shall be the responsibility of said adjoining property owner(s);

(2) Encroaching upon the sidewalk, the driveway, or the curb or edge of the pavement of any abutting street, or

(3) A focal point for any other nuisance enumerated in this Code;

~~A place of growth of poison sumac, poison ivy, poison oak or other noxious vegetation;~~

(E) Any concentration of rubbish, trash, junk, mattresses, boxes, old clothes, rags or any other combustible material or objects of like kind causing or threatening to cause a fire hazard; or causing or threatening to cause the accumulation of stagnant water; or causing or threatening to cause the inhabitation therein of mosquitoes, rats, mice, snakes or vermin of any kind, or any other condition which poses a public health nuisance or safety hazard; ~~An open place of collection of stagnant water where insects tend to breed;~~

(F) Any accumulation of fallen trees, dead trees, sections of tree trunks or tree limbs on a parcel of land, provided this condition shall not apply to natural accumulations on parcels of land or portions thereof that are considered a heavily wooded lot; Any concentration of combustible refuse items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags or any other combustible materials or objects of a like nature;

(G) The open storage of building material, firewood or other similar materials not elevated a minimum of six (6) inches off the ground; Any concentration of building materials including concrete, steel or masonry which are not suitable for building construction, alterations or repairs, and which are in open places;

(H) An open place of collection of garbage, food waste, animal waste, yard waste or any other rotten or putrescible matter of any kind; however, nothing in this subsection shall be construed to prevent the generally accepted use of a properly maintained compost pile or storage of animal manure being used as fertilizer for lawns and gardens and for other agricultural or horticultural purposes;

(I) Any household or office furniture, appliances or other metal products of any kind kept in open places or any indoor upholstered furniture kept outside in a location exposed to the weather; likewise, plywood board; construction materials; saw horses; tubes, pipes; or rigid materials suspended between two supports so as to be use used as a table in any yard, alley, front porch, or in any other outside area viewed from a public street or walkway, alley, or other public property;

(J) Any products which have jagged edges of metal or glass or areas of confinement kept in open places;

(K) The presence, accumulation, storage or placement of junk, including but not limited to, deteriorated, unusable or inoperative furniture, appliances, machinery, equipment, building materials, worn out and disused automobiles or parts, tires or any other man-made items which are either in whole, or in part, wrecked, junked, disused, worn out, dismantled or inoperative.

(1) Storage of junk shall only be allowed on any properties used for nonresidential purposes if completely enclosed within a building or otherwise evenly placed or neatly stacked and concealed by a solid fence, cover or other means so as to not be visible at the property line from abutting properties or a public street.

(2) Storage of junk shall only be allowed on any property used for residential purposes if completely stored in an enclosed building or completely concealed by a solid fence, cover or other means so as not to be visible at the property line from abutting properties or a public street, concentrated in one area within the rear yard and neatly arranged or stacked so as not to exceed six (6) feet in height.

(3) Whether stored on a residential or nonresidential property such storage of junk shall be maintained in such a manner so as to prevent overgrown grass or weeds or an infestation of wild animals, reptiles, rodents or harmful insects;

(L) Any swimming pool or its accessories which is dangerous or prejudicial to public health and safety, including but not limited to pools with stagnant water, debris, dead animals or structural deficiencies;

~~(K) Any open place of concentration of trash, refuse, discarded bottles, cans or medical supplies;~~

(M) Any condition whereby any fence, sign, billboard, shrubbery, bush, tree, mailbox or other object or combination of objects which obstructs the view of motorists using any street, private driveway or approach to any street intersection adjacent to and abutting such and so as to constitute

a traffic hazard as a condition dangerous to public safety upon any such street, private driveway or at any such street intersection;

(N) Any fence or perimeter wall, as determined by the Director of the Department of Planning and Development Services or their designee, which through neglect, lack of repair, type or manner of construction, method of placement or otherwise, becomes undesirable or constitutes a hazard or endangers any person, animal or property;

(O) Any improper or inadequate drainage, as determined by the City Engineer, on private property which causes flooding, interferes with the use of or endangers in any way the streets, sidewalks, parks or other city-owned property of any kind;

(P) Any condition, as determined by the City Engineer, which blocks, hinders or obstructs in any way the natural flow of branches, streams, creeks, surface waters, ditches or drains;

(Q) Any stormwater retention or impoundment device which is operating improperly, as determined by the City Engineer;

(R) Any unlawful disposal, placement, emptying, dumping, spillage, leakage, pumping, pouring, emission or other discharge of any substance other than storm water, unless associated with permitted activity as identified in section 9-9-16(A), into a storm water conveyance, the waters of the state or upon the land in such proximity to the same, such that the substance is likely to reach a storm water conveyance or the waters of the state or any unlawful connection that allows the discharge of non-storm water to the storm water conveyance system or waters of the state in violation of Chapter 9 of Title 9 of the Greenville City Code;

(S) A condition which occurs when a tenant leaves leased property either voluntarily or involuntarily (including but not limited to ejectment or other landlord removal action) and leaves or abandons trash, debris and property and the owner or property manager fails to remove the trash, debris or property from the leased property within 24 hours after the voluntary or involuntary removal of the tenant;

(T) Any place of growth of shrubs, trees or other vegetation that impedes public safety vehicle and firefighting equipment ingress and egress in the following locations that are utilized as public safety vehicle and firefighting equipment access routes and areas: private street easements, private drives, parking lots and/or drive isles, fire hydrant easements, designated fire lanes or other public vehicular areas;

~~—(V) A condition which exists as the result of garbage, debris, refuse matter and recyclables located upon property which pose a public health nuisance or safety hazard; and (Merged into 12-3-4(E))~~

(U) Nuisance vehicle violation(s) as regulated by G.S. § 160A-303; provided, the process for abating the nuisance vehicle shall be as provided for in Title 12, Chapter 4, *Abandoned, Nuisance, and Junk Motor Vehicles*, of this Code;

~~(Ord. No. 06-127, §§ 2, 3, passed 12-14-2006; Ord. No. 09-03, § 1, 2, passed 1-8-2009; Ord. No. 09-39, § 4, 5, passed 5-14-2009; Ord. No. 21-010, § 3, passed 2-15-2021)~~

SEC. 12-3-5 ENFORCEMENT AUTHORITY; RIGHT OF ENTRY. ~~NUISANCE ABATEMENT PROCEDURES.~~

(A) It is the duty of the Code Enforcement Supervisor or officer, to enforce all of the provisions of this chapter, unless otherwise specified, and shall have such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter, including the

authority to make all inspections necessary to determine whether the provisions of this chapter are being met. The Code Enforcement Supervisor or officer shall be authorized to enter upon and within premises and buildings for the purpose of making examinations and investigations; provided that such entries shall be made at reasonable hours in such a manner as to cause the least possible inconvenience to persons in possession or by obtaining an administrative inspection warrant, if necessary, as provided in G.S. § 15-27.2.

SEC. 12-3-6 NOTICE TO ABATE; EMERGENCY ABATEMENT BY THE CITY.

(A) If any person shall violate the provisions of section 12-3-4, it shall be the duty of the Code Enforcement Supervisor or officer to give notice to the owner and property manager, if known, or to any person in possession of the subject property, as provided by section 12-3-7, directing that all unlawful conditions existing thereupon be abated within ten (10) days from the date of such notice is received; provided, that if, in the opinion of the Code Enforcement Supervisor, the unlawful condition is such that it is of imminent danger or peril to the public, then the Code Enforcement Supervisor may, without notice, authorize the unlawful condition be abated, and the cost thereof shall be charged against the property as is provided in section 12-3-9.

SEC. 12-3-7 SERVICE OF NOTICE.

(A) Notices or orders issued by the Code Enforcement Supervisor or officer under this article shall be served on the owner and property manager, if known, of the identified property by either personal delivery or by registered or certified mail and regular mail. Service by mail shall be deemed complete by depositing the notice or order in the mail at the address listed in the Pitt County tax records. When the manner of service is by registered or certified mail and regular mail and the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days of mailing, service is deemed sufficient. The person mailing the notice or order by regular mail shall certify that fact and the date of mailing and such certification shall be conclusive evidence of service in the absence of fraud.

SEC. 12-3-8 CHRONIC VIOLATOR.

(A) Notwithstanding any other provision of this section and in accordance with G.S. § 160A-200.1, the Code Enforcement Supervisor or officer may notify a chronic violator that if the chronic violator's property is determined to be a nuisance as defined in section 12-3-4 (B), (C) or (D), the City shall, without further notice in the calendar year in which the notice is given, take action to remedy the violation and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes.

(B) In accordance with G.S. § 160A-200.1(b), notice shall be served by registered or certified mail. When service is attempted by registered or certified mail, a copy of the notice may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after the mailing. If service by regular mail is used, a copy of the notice shall be posted in a conspicuous place on the premises affected.

(C) A chronic violator's property is no longer determined chronic when there have been no verified violations within 12 months of the last verified violation.

SEC. 12-3-9 ABATEMENT BY CITY WHERE THE OWNER FAILS TO ABATE.

(A) Upon the failure of the owner or person in possession of any premises to abate any unlawful condition existing thereupon within the time prescribed by section 12-3-6, it shall be the duty of the Code Enforcement Supervisor or officer to cause the removal and abatement of such unlawful condition therefrom.

(B) Upon the completion of such removal and abatement, the Code Enforcement Supervisor or officer shall deliver to the city collector a statement showing the actual cost of the abatement of the unlawful condition plus an additional fee to cover the cost of notice and cost of collection. The city collector shall thereupon mail to the owner of the subject property a bill covering the cost, if with reasonable diligence the name and address of such owner can be ascertained, and the amount of the bill shall become a lien upon the subject property, and if not paid with 30 days shall be collected as in the manner provided for the collection of delinquent taxes.

(C) The expense of the action is also a lien on any other real property owned by the person in default within the city limits or within one (1) mile of the city limits, except for the person's primary residence. A lien established pursuant to this section is inferior to all prior liens and shall be collected as a money judgment. This section shall not apply if the person in default can show that the nuisance was created solely by the actions of another.

(D) A Code Enforcement Supervisor or officer shall have the following authority:

(1) To enter upon or authorize an agent to enter upon and clean up premises in violation of this article;

(2) To utilize the services of an outside contractor to clean up premises in violation of this article.

(E) Where a public nuisance as identified in section 12-3-4(S) exists, the Code Enforcement Supervisor or officer may cause the abatement or removal of the nuisance without further notice to the owner and property manager, if known, of the identified property.

SEC. 12-3-10 APPEAL OF DETERMINATION OF NUISANCE; ABATEMENT.

(A) Within the period for abatement specified on the notice of violation, the property owner or other responsible person(s) may request in writing a review of the nuisance determination by the Code Enforcement Supervisor. Unless the unlawful conditions are dangerous so as to require summary abatement per section 12-3-6, such written request shall stay the abatement of the nuisance by the City until the completion of the review by the Code Enforcement Supervisor. In the event no appeal is taken, the City may proceed to abate the nuisance.

(B) Within ten days of receiving a request for review, the Code Enforcement Supervisor shall hold a hearing to review the nuisance determination. At this hearing, all interested persons shall be heard and may offer evidence and be represented by an attorney. The hearing shall be conducted in an informal manner to determine whether there is a sufficient legal and factual basis to affirm the nuisance determination, and the rules of evidence shall not apply; provided, that the decision of the Code Enforcement Supervisor shall be based upon substantial and reliable evidence. If, following the hearing, the Code Enforcement Supervisor upholds the findings, and declares the condition existing on the property to be a danger and hazard to the health, safety, and general welfare of the inhabitants of the city and a public nuisance, the Code Enforcement Supervisor shall issue a written order directing the property owner or other responsible person to abate the nuisance within 10 (ten) days and if the nuisance is not abated by the property owner, directing the Code Enforcement Officer to abate the condition constituting a nuisance.

(C) Within a period of five (5) days after the determination of the Code Enforcement Supervisor, the property owner or other responsible person(s) may request in writing a review of the Code Enforcement Supervisor's determination to the Director of Neighborhood and Business Services or their designee. Unless the unlawful condition(s) is/are dangerous so as to require summary abatement per section 12-3-6, such written request shall stay the abatement of the nuisance by the City until the completion of the review by the Director of Neighborhood and Business Services or their designee. In the event no appeal is taken, the city may proceed to abate the nuisance.

(D) If the property owner or other responsible person(s) wish to appeal the determination of the Director of Neighborhood and Business Services or their designee, they shall do so in writing to the Board of Adjustment. Such appeal shall be within 30 days of the date of determination. Appeals of a decision by the Board of Adjustment shall be as provided by law.

(E) If a nuisance is found to exist, the responsibility for abatement shall rest with the property owner and any other responsible person(s).

(F) Nothing in this section shall prevent the property owner or other responsible parties from abating the nuisance in question in accordance with the notice of violation prior to any requested review pursuant to this section.

SEC. 12-3-11 PENALTIES.

(A) An owner that fails to comply with an order to abate any unlawful condition described in section 12-3-4 shall be subject to civil penalties in an amount as follows:

(1) *First violation.* A violation of any of the provisions of this Code of Ordinances shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

(2) *Second violation within 365 days of the first violation.* A second violation by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

(3) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(B) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this Code of Ordinances must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

(C) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

- (1) A civil action in the nature of a debt.
- (2) The use of a collections agency and the assessment of an administrative fee.
- (3) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
- (4) Equitable remedies issued by a court of competent jurisdiction.

- (5) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(D) Separate offenses. Each violation of any provision of this Code of Ordinances and each day that a violation continues is considered a separate offense.

~~When any public nuisance as set out in section 12-3-3 is found to exist on any property, including rights-of-way and easements, within the city or within one mile of the city limits, the following procedures shall be followed:~~

~~—(A) A Code Enforcement Coordinator or officer shall have the following authority:~~

~~—(1) To enter upon property;~~

~~—(2) To obtain an administrative search and inspection warrant, if necessary, as provided in G.S. 15-27.2;~~

~~—(3) To issue a notice of violation and impose civil penalties;~~

~~—(4) To enter upon or authorize an agent to enter upon and clean up premises in violation of this article;~~

~~—(5) To utilize the services of an outside contractor to clean up premises in violation of this article; and~~

~~—(6) To summarily remove, abate or remedy everything in the city limits that is considered by ordinance to be either dangerous or prejudicial to the public health or which has been declared to be a nuisance.~~

~~—(B) Where any public nuisance as set out in section 12-3-3 requires immediate abatement to avoid and prevent an immediate and dangerous threat to the health, safety and welfare of the inhabitants of Greenville and would degrade adjoining properties as determined by the Code Enforcement Coordinator or officer, the nuisance may be summarily removed and abated by the city without prior notice to the property owner. The owner as determined from the tax records of Pitt County shall be responsible for all abatement costs, administrative fees and civil penalties as provided in section 12-3-5 of this article.~~

~~—(C) Notices or orders issued by the Code Enforcement Coordinator or officer under this article shall be served on the owner or property manager of the identified property by either hand delivery or by registered or certified mail and regular mail. Service by mail shall be deemed complete by depositing the notice or order in the mail at the address listed in the Pitt County tax records. When the manner of service is by registered or certified mail and regular mail and the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten days of mailing, service is deemed sufficient. The person mailing the notice or order by regular mail shall certify that fact and the date of the mailing and such certification shall be conclusive evidence of service in the absence of fraud.~~

~~—(D) Except in situations identified in subsection (B) above, notification to the property owner will advise that the conditions that exist on the identified property constitute a public nuisance and such shall be abated within ten days of the date of the notification and that failure to abate or remove the nuisance shall result in the owner's assessment of the costs of abatement or removal, imposition of administrative fees and the assessment of a civil penalty as identified in section 12-3-5. The Code Enforcement Coordinator or officer may afford the owner additional time to remove~~

or abate the nuisance if the failure was caused by weather conditions or other factors as determined by the Code Enforcement Coordinator or officer not to have been within the control of the owner.

~~—(E) The Code Enforcement Coordinator or officer shall send the owner of the property the civil penalty citation as provided in section 12-3-5, after the nuisance has abated or removed. After the abatement of the nuisance, the Code Enforcement Coordinator or officer shall make a written report of the actual costs incurred by the city and shall deliver the report, including the administrative fee and a copy of the civil penalty citation to the City Revenue Supervisor. Such charges shall be assessed against the property owner and shall become a lien upon the property, subject only to the city and county ad valorem taxes thereon. Such charges shall be collected and enforced in the same manner as unpaid taxes.~~

~~—(F) Where a public nuisance as identified in section 12-3-3(R) or section 12-3-3(T) exists, the code enforcement officer may cause the abatement or removal of the nuisance without further notice to the owner or property manager of the identified property. The costs for such abatement or removal, administrative fees and a civil penalty as provided in section 12-3-5 shall be assessed and charged against the owner. Such charges and expenses shall be assessed against the property owner and shall become a lien upon the property and also on other real property owned by the person or business within the city limits and within one mile of the city limits except for the owner's personal residence, subject only to the city and county ad valorem taxes thereon. Such charges shall be collected and enforced in the same manner as unpaid taxes.~~

~~—(G) Notwithstanding any other provision of this section, the Code Enforcement Coordinator or officer may notify a chronic violator that if the chronic violator's property is determined to be a nuisance as defined in section 12-3-3(B), (C) or (D), the city shall, without further notice in the calendar year in which the notice is given, take action to remedy the violation and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. Notice shall be served in a manner provided by this article. Upon notice, the Code Enforcement Coordinator or officer has full power and authority to enter the premises involved and abate or remove the nuisance, by means provided by this article, found to exist during the calendar year in which the notice is given, without further notice. The owner of the property shall be liable to the city for the actual cost incurred by the city in such nuisance abatement including an administrative fee and civil penalties as provided in section 12-3-5. Such cost shall be a lien upon the property and shall be collected as unpaid taxes. For the purpose of this subsection, a "chronic violator" is a person who owns property whereupon, in the previous calendar year, the city abated a nuisance as defined in section 12-3-3(B), (C) or (D) on at least three occasions.~~

~~—(H) Appeals of any decision by the Code Enforcement Coordinator or officer shall be to the Board of Adjustment within 30 days of the date of the assessment. Appeals of a decision by the Board of Adjustment shall be as provided by state law.~~

~~SEC. 12-3-5 PENALTIES.~~

~~—In addition to or in lieu of the other remedies. Any owner of a property whose property shall be declared a public nuisance as provided in this chapter shall be subject to a civil penalty in the amount of 50 for the first offense, \$100 for the second offense in the calendar year, and \$250 for the third and subsequent offenses in the calendar year. If a person fails to pay the civil penalty within 30 days after being notified of the amount due, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.~~

~~(Ord. No. 97-114, § 1, passed 10-9-1997)~~ (MOVED TO 12-3-11, *Penalties*)

ARTICLE B. FLOOD DAMAGED MANUFACTURED HOMES

SEC. 12-3-12 NUISANCE PROHIBITED.

Any manufactured home which has been damaged as a result of a flood and which has been declared by a building inspector to be unsafe due to it being in a condition, whether boarded up or not, that constitutes a fire or safety hazard or renders it dangerous to life, health or other property, either upon the property where the manufactured home is located or other property within the vicinity, is hereby found, deemed and declared to constitute a detriment, danger and hazard to the health or safety of the citizens of the city, and within one mile thereof, and is found, deemed and declared to be a public nuisance.

(Ord. No. 00-20, §§ 1, 2, passed 2-10-2000)

SEC. 12-3-13 NUISANCE ABATEMENT PROCEDURES.

When any public nuisance as set out in section 12-3-12 is found to exist on any property within the city, or within one mile thereof, the following procedure shall be followed:

(A) Whenever a determination by a building inspector is filed with the Code Enforcement Supervisor or officer that a public nuisance as set out in section 12-3-12 is found to exist on any property, the Code Enforcement Supervisor or officer shall cause to be served upon the owner and the parties in interest in the manufactured home and of the premises where the nuisance is located a notice stating the determination and containing a notice that a hearing will be held before the Code Enforcement Supervisor or officer at a place therein fixed, not less than ten days nor more than 30 days after the mailing of the notice. The owner or any party in interest shall have the right to file an answer and to appear in person, or otherwise, and give testimony at the place and time fixed in the notice. Any person desiring to do so may attend the hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Code Enforcement Supervisor or officer.

(B) If the Code Enforcement Supervisor or officer determines, after such notice and hearing, that a public nuisance exists, the Code Enforcement Supervisor or officer shall notify the owner of the manufactured home and of the premises where the nuisance is located that conditions exist which constitute a public nuisance and unless the condition is abated within 15 days from the date of the notice, the conditions constituting a nuisance will be abated and the cost of abatement, including an administrative fee, if not paid, shall constitute a lien against the premises.

(C) The Code Enforcement Supervisor or officer is hereby given full power and authority to enter upon the premises involved for the purpose of abating the nuisance found to exist as herein set out. If any owner served with notice shall fail or refuse to correct or eliminate the condition causing the nuisance within 15 days after such notice has been given, the Code Enforcement Supervisor or officer may proceed to abate the nuisance by utilization of city forces or an outside contractor. The Code Enforcement Supervisor or officer may allow the owner additional time to correct or eliminate the condition causing the nuisance if he or she determines that the failure to correct or abate the condition was caused by factors not within the control of the owner.

(D) After the abatement of the nuisance, the Code Enforcement Supervisor or officer shall make a written report of the actual cost incurred by the city and shall deliver the report to the City Revenue Supervisor. The owner of the premises shall be liable to the city for the actual cost

incurred by the city in the nuisance abatement including an administrative fee. Such cost, if not paid, shall be charged against the property owner and shall be collected in the same manner and at the same time as the ad valorem taxes of the owner are collected and the costs shall be a lien on the real property subject only to the lien of the city and county ad valorem taxes thereon.
(Ord. No. 00-20, §§ 1, 2, passed 2-10-2000)

SEC. 12-3-~~13~~ **14** METHODS OF SERVICE OF COMPLAINTS AND ORDERS.

(A) Notices or orders issued by the Code Enforcement Supervisor or officer under this article shall be served upon persons either personally or by registered or certified mail and, in conjunction therewith, may be served by regular mail. When the manner or service is by regular mail in conjunction with registered or certified mail, and the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten days after mailing, service shall be deemed sufficient. The person mailing the notice or order by regular mail shall certify that fact and the date thereof, and the certificate shall be conclusive in the absence of fraud.

(B) If the identities of any owner or the whereabouts of persons are unknown and cannot be ascertained by the Code Enforcement Supervisor or officer in the exercise of reasonable diligence, and the Code Enforcement Supervisor or officer makes an affidavit to that effect, then the serving of the notice or order upon the unknown owners or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

(Ord. No. 00-20, §§ 1, 2, passed 2-10-2000)

SEC. 12-3-~~14~~ **15** BOARD OF ADJUSTMENT TO HEAR APPEALS.

All appeals which may be taken from decisions or orders of the Code Enforcement Supervisor or officer pursuant to section 12-3-~~13~~ shall be heard and determined by the Board of Adjustment. As the appeals body, the Board shall have the power to fix the times and places of its meetings, to adopt necessary rules of procedure and any other rules and regulations which may be necessary for the proper discharge of its duties. Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted by a petition to the Superior Court within 30 days to the decision of the Board, but not otherwise.

(Ord. No. 00-20, §§ 1-2, passed 2-10-2000; Ord. No. 06-75, § 3, passed 8-10-2006)

ARTICLE C. GRAFFITI

~~SEC. 12-3-21 GRAFFITI AS NUISANCE.~~

~~—The purpose of this article is to provide for a procedure for removal and eradication of graffiti from buildings, walls and other structures within the city in order to reduce social deterioration within the city, to remove and abate public nuisances, and to promote public safety and health. Graffiti is hereby found, deemed and declared to constitute a public nuisance.~~

~~(Ord. No. 07-123, § 1, passed 9-13-2007)~~

SEC. 12-3-21 DEFINITIONS.

For the purpose of this article, regardless of capitalization, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abate or abatement; abated. Eliminate or nullify; eliminated or nullified.

~~City. The City of Greenville or its agent.~~

Code Enforcement Supervisor or officer. The person who has been designated, in writing, by the city manager to enforce this article.

Division. The City's Neighborhood and Business Services Department, Code Enforcement Division.

~~Commercial property. Any structure or area which is not defined in this section as a governmental or residential property.~~

~~Deface. To cover, mark, write on, paint, color, etch, scratch, engrave or otherwise mar, disfigure or draw whatsoever on any governmental, commercial or private property, being real or personal property of any nature, without the express consent or authorization of the owner.~~

~~Director. The Director of the City Public Works Department.~~

~~Governmental property. A structure or area operated by a government entity not including property leased to non-governmental entities.~~

~~Graffiti. Any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or otherwise created on any building, structure, fixture or other improvement or any other real property or any personal property, whether permanent or temporary, without the consent of the owner of the property or the owner's authorized agent. For the purposes of this article, "graffiti" shall not include temporary and easily removable chalk or other water soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with traditional children's activities, nor shall it include temporary and easily removable chalk or other water soluble markings used in connection with any lawful business or public purpose or activity.~~

———Graffiti. Any covering, writing, scribbling, painting, defacing, coloring, etching, scratching, engraving, marring, disfiguring, drawing, besmearing, inscription, word, figure, marking, or design in any manner whatsoever, whether permanent or temporary, on any portion of real or personal property of any kind or nature without the express consent of the owner of the property.

~~Owner. The owner of record of the property as identified in the most current records of the Pitt County Tax Assessor or the owner's authorized agent.~~ Any person, group of persons, or any entity owning or lawfully possessing, keeping, or having care, custody, or control of any property covered by this article. In the case of real property, the owner includes the authorized agent or property manager of the owner or any tenant. In the case of a vehicle the owner includes the driver or operator of the vehicle.

Property. Real or personal property of any kind or nature within the corporate limits of the City or within the extraterritorial jurisdiction of the City including but not limited to any building, parcel, premises, lot, grounds, facility, vehicle, apparatus, street, sidewalk, lot, monument, tombstone, or structure.

Regular mail. The deposit of a notification, letter, or other paper enclosed in a post-paid, properly addressed wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service.

Remediation. To remove, restore, redress, or obscure, cover, or clean graffiti upon property to such a degree and in such a manner as to effectively return the property to its former state before the graffiti, or as nearly so as is practical.

~~Residential property.~~ Any structure serving as a home, residence or sleeping place.
(Ord. No. 07-123, § 1, passed 9-13-2007)

SEC. 12-3-22 GRAFFITI AS NUISANCE; PURPOSE OF ARTICLE; AUTHORITY OF DIVISION.

(A) Graffiti declared a nuisance. Graffiti is hereby found, deemed, and declared to be a public nuisance and detrimental to the health, safety, and welfare of the public as well as the peace and dignity of the City, and is therefore subject to enforcement, removal, abatement, and penalty as specifically set forth in this article and by any other operation of law.

(B) Purpose and scope of article. The purpose of this article is to provide for the effective enforcement of this article and the procedure for abatement, removal, and eradication of graffiti from property located within the City and within the extraterritorial jurisdiction of the City so as to reduce social deterioration within the City and to promote public safety, health, and welfare.

(C) Authority of Division. When any graffiti is found on any property, a Code Enforcement Supervisor or officer shall have the following authority:

- (1) To enter upon property;
- (2) To obtain an administrative search and inspection warrant, if necessary, as provided in G.S. § 15-27.2;
- (3) To issue a notice of violation and, as may be applicable, impose civil penalties, administrative fees, and abatement by remediation costs in accordance with the article and the Manual of Fees;
- (4) To enter upon or authorize an agent to enter upon and abate by remediation the property in violation of this article; and
- (5) To utilize the services of an outside contractor to abate by remediation the property in violation of this article.

SEC. 12-3-23 ~~GRAFFITI PROHIBITED.~~ ENGAGING IN GRAFFITI UNLAWFUL; PENALTIES.

(A) Engaging in graffiti unlawful. It shall be unlawful for any person to engage in graffiti unless the person has the express consent, permission, or authority of the owner of the property.

(B) Penalties. In addition to or in lieu of any remedies available in this article or by other operation of law, a violation of this section may subject the offender to any or all of the following penalties:

- (1) Criminal. Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. § 14-4 and G.S. § 160A-175 and shall pay a criminal penalty of not less than two hundred fifty dollars (\$250.00) and not more than five hundred dollars (\$500.00). Any individual engaging in graffiti shall also be subject to prosecution for such offenses as found within the statutes of the State of North Carolina, including but not limited to restitution costs for abatement by remediation of the nuisance and damage to the property.

(2) Civil.

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. First Violation. A violation of this section shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

2. Second and subsequent violation within 365 days of the first violation. Any subsequent violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00).

(b) Contents and service of civil citation. A civil citation issued for a violation of any provision of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by regular mail upon the violator by a Code Enforcement Supervisor or officer or by member of the Greenville Police Department.

(c) Appeals; payment of civil penalties. Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, all civil penalties assessed for violations of any provision of this section must be paid to and received by the Revenue Division of the City's Financial Services Department within five business days from the date of issuance.

(d) Methods of recovery of unpaid civil penalties. Unless appealed in accordance with Part II, Title 1, Chapter 1, Chapter 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the Revenue Division of the city's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

1. A civil action in the nature of a debt.

2. The use of a collections agency.

3. The use of the provisions of G.S. § Chapter 104A (The Setoff Debt Collection Act) and G.S. § 18C-134.

4. Equitable remedies issued by a court of competent jurisdiction.

5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(3) Continuing violations. Each day's continuing violation of this section shall be a separate and distinct offense.

~~(A) It shall be unlawful for any person, without express permission or authority of the owner of the property, to deface with graffiti any governmental, commercial or residential property or any other real property or any personal property. Any violation of the provisions of this subsection shall be a misdemeanor punishable by a maximum fine of \$500. Any individual defacing such property also shall be subject to prosecution for such offenses as found within the statutes of the State of North Carolina, including but not limited to restitution costs for abatement of the nuisance and damage to the property.~~

~~(B) Subsection (A) of this section shall not be construed to prohibit temporary, easily removable chalk or other water soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with traditional children's activities, such as drawings or bases for stickball, kickball, handball, hopscotch or similar activities, nor shall it be construed to prohibit temporary, easily removable chalk or other easily removable water soluble markings used in connection with any lawful business, public purpose or activity.~~

~~(C) It shall be unlawful for the owner of any real or personal property or any person acting as manager or agent for the owner of property to fail to remove or effectively obscure any graffiti upon such property. Failure to abate any nuisances shall be deemed unlawful.~~

~~(Ord. No. 07-123, § 1, passed 9-13-2007)~~

SEC. 12-3-24 GRAFFITI ABATEMENT PROCEDURES; PENALTIES.

(A) Notice of Violation. Upon determination that graffiti is present upon property, the Code Enforcement Supervisor or officer shall serve in accordance with this section a Notice of Violation to the owner of the property upon which the graffiti is located. The Notice of Violation shall include all of the following:

(1) The street address or description of the property sufficient for proper identification of such property.

(2) A description and general location of the graffiti.

(3) A statement that the graffiti is a public nuisance with reference to the provisions of this article.

(4) An order that the graffiti must be abated by remediation within 10 calendar days of receipt and that, if the nuisance is not so abated by remediation within such time, the City will:

(a) Issue a civil penalty to the owner.

(b) Abate by remediation the public nuisance.

(c) Charge the owner an administrative fee in accordance with the *Manual of Fees* and the cost of the abatement by remediation.

(5) Information concerning procedures for appeal of the Notice of Violation

(6) A certificate of service showing the method of service as defined in this section.

(B) Method of Service. The Notice of Violation issued in accordance with this section by the Code Enforcement Supervisor or officer shall be served on the owner of the identified property by either of the following methods:

(1) Hand delivery.

(2) Certified mail and regular mail addressed to the owner of the property as stated in the most current records of the Pitt County Tax Assessor. When the manner of service is by certified mail and regular mail and the certified mail is unclaimed or refused but the regular mail is not returned by the post office within 10 days of mailing, service is deemed sufficient. The person mailing the Notice of Violation by regular mail shall certify that fact and the date of the mailing, and that certification shall be conclusive evidence of service in the absence of fraud.

(C) Appeal of notice of violation. The owner shall have five business days from receipt of a Notice of Violation to file an appeal. The appeal must be made in writing to the Board of Adjustment and the appeal fee paid in accordance with the *Manual of Fees*. Appeals of decision by the Board of Adjustment shall be as provided by state law.

(D) Failure of owner to abate by remediation. It shall be unlawful for the owner of any property to fail to abate by remediation graffiti upon such property within 10 calendar days after receipt of written notice to do so by the Code Enforcement Supervisor or officer in accordance with this section.

(E) Abatement by remediation by the City. If the City has served a Notice of Violation to the owner in accordance with this section and that person fails or refuses to abate by remediation the nuisance as directed by the Notice of Violation, in addition to any other penalties herein authorized, the Code Enforcement Supervisor or officer is authorized to issue a civil penalty to the owner, abate by remediation the graffiti, and charge the owner an administrative fee in accordance with the *Manual of Fees* and the cost of the abatement by remediation.

(F) The Code Enforcement Supervisor may authorize the allowance of additional time for the owner to abate by remediation the graffiti if such failure to do so was caused by weather conditions or other factors as determined by the Code Enforcement Supervisor not to have been within the control of the owner.

(G) Immediate abatement by remediation; no prior notice required. Where any public nuisance graffiti as set forth in this article requires immediate abatement to avoid and prevent an immediate and dangerous threat to the health, safety, and welfare of the inhabitants of the City and would degrade adjoining properties as determined by the Code Enforcement Supervisor or officer, the nuisance may be summarily abated by remediation by the City without prior notice to the property owner, but the owner shall be responsible for all abatement by remediation costs, administrative fees, and civil penalties.

(H) Civil penalties.

(1) An owner that violates subsection (D) of this section may be issued a civil citation or citations, as may be required, as follows:

(a) First violation. A violation of any of the provisions of this Code of Ordinances shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

(b) Second violation within 365 days of the first violation. A second violation by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

(c) Third and subsequent violations within 365 days of the first violation. A third violation and any subsequent violations by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.

(2) Contents and service of civil citation. A civil citation issued for a violation of subsection (D) of this section shall clearly state when the civil penalty is due and the manner in which the violation may be appealed. Civil citations issued under this section shall be served personally or by regular mail upon the violator by a Code Enforcement Supervisor or officer.

(3) Appeals; payment of civil penalty. Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for violations of any provision of this section must be paid to and received by the City's Financial Services Department within five business days from the date of issuance.

(4) Methods of recovery of unpaid civil penalty. Unless appealed in accordance with the appeal provisions in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, if full

payment for an assessed civil penalty is not timely received by the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:

- (a) A civil action in the nature of a debt.
- (b) The use of a collections agency and the assessment of an administrative fee.
- (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and N.C.G.S. § 18C-134.
- (d) Equitable remedies issued by a court of competent jurisdiction.
- (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

(5) Continuing violations. Each day's continuing violation of subsection (D) of this section shall be a separate and distinct offense.

(6) In addition to any of the recovery methods stated in this section if the owner fails or refuses to abate the nuisance by remediation, the Code Enforcement Supervisor or officer is authorized to forward to the Finance Department for collection a report and invoice for the costs of the abatement by remediation of the nuisance, administrative fees in accordance with the *Manual of Fees*, and a copy of any unpaid civil citation issued pursuant to subsection (D) of this section. Such charges and costs shall be assessed against the property owner and shall become a lien upon the property, subject only to the City and County advalorem taxes thereon. Such charges and costs shall be collected and enforced in the same manner as unpaid taxes.

(7) In addition to any of the recovery methods stated in this section, if the owner fails or refuses to abate the nuisance by remediation and fails to pay the civil penalty plus any administrative fees and abatement costs within 30 days after being notified of the amount due, the City may recover the penalties together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt in addition to any other remedy available under this section.

~~—(A) The owner of record of any governmental, commercial or residential property, being real or personal in nature, or their agents or managers, which has any form of graffiti on any building, structure or apparatus owned, managed or operated by the owner or owner's managers, agents, tenants and employees, shall be required to restore the defaced surface(s) by removing or concealing the graffiti within ten calendar days after receipt of written notice, by any Code Enforcement Coordinator or officer, requiring such removal. Notifications shall be made by personal service or certified mail and regular mail.~~

~~—(B) When any graffiti as defined in this article is found on any property, including rights-of-way and easements, within the city or within one mile of the city limits, a Code Enforcement Coordinator or officer shall have the following authority:~~

~~—(1) To enter upon property;~~

~~—(2) To obtain an administrative search and inspection warrant, if necessary, as provided in G.S. § 15-27.2;~~

~~—(3) To issue a notice of violation and impose civil penalties;~~

~~—(4) To enter upon or authorize an agent to enter upon and clean up property in violation of this chapter; and~~

~~—(5) To utilize the services of an outside contractor to remove the graffiti from the property in violation of this article.~~

~~(C) *Method of Service.* Notice of Violation issued by the Code Enforcement Coordinator or officer under this article shall be served on the owner and property manager of the identified property by either hand delivery or by certified mail and regular mail. Service by mail shall be deemed complete by depositing the notice or order in the mail at the address listed in the Pitt County tax records. When the manner of service is by certified mail and regular mail and the certified mail is unclaimed or refused but the regular mail is not returned by the post office within ten days of mailing, service is deemed sufficient. The person mailing the notice or order by regular mail shall certify that fact and the date of the mailing, and that certification shall be conclusive evidence of service in the absence of fraud.~~

~~—(D) Notification to the property owner will advise that the conditions that exist on the identified property constitute graffiti and such shall be abated within ten calendar days of the date of the notification and that failure to abate or remove the graffiti shall result in the assessment of the costs of abatement or removal, imposition of administrative fees, and the assessment of a civil penalty as identified in this chapter. The Code Enforcement Coordinator or officer may afford the owner additional time to remove or abate the graffiti if such failure was caused by weather conditions or other factors as determined by the Code Enforcement Coordinator or officer not to have been within the control of the owner.~~

~~—(E) When the owner of the property, property manager or agent fails or refuses to abate the declared nuisance, then the Code Enforcement Coordinator or officer shall issue to the owner a civil penalty in the amounts stated herein and shall forward to the Revenue Division of the Finance Department a report and invoice for the costs of the abatement of the nuisance, administrative fees and a copy of the civil citation for collection. Such charges shall be assessed against the property owner and shall become a lien upon the property, subject only to the city and county ad valorem taxes thereon. Such charges shall be collected and enforced in the same manner as unpaid taxes.~~

~~—(D) A property owner, agent or manager shall have five business days from receipt of a notice of violation to file an appeal. The appeal must be made in writing to the Board of Adjustment and the appeal fee paid. Appeals of decision by the Board of Adjustment shall be as provided by state law.~~

~~—(E) Where any public nuisance as set forth in this article requires immediate abatement to avoid and prevent an immediate and dangerous threat to the health, safety and welfare of the inhabitants of the city and would degrade adjoining properties as determined by the Code Enforcement Coordinator or officer, the nuisance may be summarily removed and abated by the city without prior notice to the property owner, but the owner shall be responsible for all abatement costs, administrative fees and civil penalties.~~

~~(Ord. No. 07-123, § 1, passed 9-13-2007)~~

~~SEC. 12-3-25 PENALTIES.~~

~~In addition to or in lieu of the other remedies. Any owner of a property whose property shall be declared a public nuisance as provided in this chapter shall be subject to a civil penalty in the amount of 50 for the first offense, \$100 for the second offense in the calendar year, and \$250 for the third and subsequent offenses in the calendar year. If a person fails to pay the civil penalty within 30 days after being notified of the amount due, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.~~

~~(Ord. No. 07-123, § 1, passed 9-13-2007)~~

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 4. This ordinance will become effective upon passage.

This the ____ day of _____, 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and notarial seal this _____ day of _____ 2023.

Notary Public

My Commission Expires:



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Resolution for a Job Creation Economic Development Incentive and Grant Agreement for Project Gen

Explanation: Project Gen is an economic development project for a solar panel manufacturing company known for power, performance and quality and has been rated as a top performer within the industry for over 5 years. The company will acquire a property in the Indigreen Corporate Park for its solar manufacturing facility.

Project Gen is one of the greatest one-time capital investment projects in Pitt County's history and is set to receive incentives totaling \$21,315,821 from the State of North Carolina and \$9,378,200 from Pitt County, the City of Greenville, Greenville Eastern North Carolina Alliance and Greenville Utilities.

Project Gen is projected to achieve the following economic impact for Pitt County:

Permanent Full-Time Jobs Over 5 Years	908
Average Annual Wage Per Employee	\$52,879
Calculated Annual Payroll at Full Employment	\$48,014,132
Capital Investment	
Real Property	\$228,750,000
Personal Property	\$78,560,306
Total Investment	\$307,310,306

Based on the projected economic impact, the company is eligible to receive a Job Creation Grant from the City of Greenville for up to \$500,000 over a 5-year grant period. Qualified jobs for grant funding will be based on jobs created beginning in calendar year 2024 and will require a 3-year maintenance period at the end of the 5-year grant period.

The grant will be paid in annual installments up to \$100,000 or \$1,000 per qualified job, whichever is less, and will be paid upon annual submission of the company's State of North Carolina NCUI 101 Quarterly Tax and Wage Report to show job creation and maintenance, and other supporting documentation reflecting compliance with federal, state and local laws. The grant is subject to reimbursement upon an event of default.

Fiscal Note:

Beginning in calendar year 2024, the company will be eligible to receive an annual amount of up to \$100,000 or \$1,000 per job, whichever is less, over a 5-year grant period.

Recommendation:

City Council hold a public hearing on the grant award and approve the attached resolution and grant agreement with the company.

ATTACHMENTS

- RESOLUTION FOR ADOPTION - PROJECT GEN**
- ECONOMIC DEVELOPMENT AGREEMENT FOR PROJECT GEN**

RESOLUTION NO. ___-23

RESOLUTION OF THE GREENVILLE CITY COUNCIL APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE FOR PROJECT GEN

WHEREAS, North Carolina General Statute §158-7.1 grants authority to the City of Greenville (“City”) to make appropriations and expenditures for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the corporate limits of the City or in Pitt County, or for other purposes which the Greenville City Council finds, in its discretion, will increase employment, taxable property base, and business prospects of the City;

WHEREAS, Project Gen includes a prospective company that is a solar panel manufacturing company and does business throughout the world;

WHEREAS, the company intends to acquire the property located at 1125 Sugg Parkway, Greenville, NC which is in the Indigreen Corporate Park and the City’s Extraterritorial Jurisdiction. Additionally, the company will create up to 908 jobs and make capital investments (real and personal property) of \$307,310,306 over a 5-year period in Pitt County;

WHEREAS, the job creation will provide high-paying jobs with an average annual wage of \$52,879, and the real and personal property investments will increase the tax base and provide a location for the new positions to work;

WHEREAS, the Job Creation Grant (“Grant”) will award up to \$100,000 annually over a 5-year period and will be paid to the company only upon proof of real and personal property investments, creation of up to 908 full-time jobs and compliance with federal, state and local laws and regulations;

WHEREAS, the Greenville City Council has held a public hearing to consider whether to participate in the economic development project by authorizing the Grant be paid to the company;

WHEREAS, if this Grant were not approved, the company may take its economic development project to another state;

WHEREAS, the Greenville City Council does hereby find and determine that the proposed economic development project will tend to increase the taxable property base of the County, increase the business prospects of the City, and create high-paying jobs, and that it is in the public interest to provide assistance, as authorized by North Carolina General Statute §158-7.1, in order to encourage the company to develop the project described herein;

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

1. The City approves the appropriation and expenditure of up to \$100,000 annually for a 5-year period for the company as an economic development incentive.

2. The Economic Development Grant Agreement between the City and company, which includes terms that require the company to make capital investments, including acquisition and improvements to the building located at 1125 Sugg Parkway, Greenville, NC and create up to 908 new jobs, is hereby approved.
3. New full-time job creation levels must be created based on the agreed-upon schedule, beginning on the effective date of the agreement and be met each year prior to grant funds being dispersed the following year.
4. All new full-time jobs and capital investments must be maintained until December 31, 2032.
5. The Mayor, City Manager or their designee are authorized, empowered and directed to do any and all acts and to execute any and all documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Resolution, except that none of the above shall be authorized or empowered to do anything or execute any document which is in contravention, in any way, of the specific provisions of this Resolution.

Adopted this 14th day of December, 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
GREENVILLE, NC AND COMPANY FOR AN ECONOMIC DEVELOPMENT
INCENTIVE FOR PROJECT GEN**

THIS AGREEMENT is made and entered into this the ___ day of _____, 202_ (“effective date”), by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as the “City”, and Company, duly organized and existing under the laws of the State of North Carolina, and authorized to conduct business in the State of North Carolina, hereinafter referred to as the “Company.”

WITNESSETH:

WHEREAS, North Carolina General Statute (G.S.) § 158-7.1 grants the authority to the City to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the corporate limits of the City or the City’s Extraterritorial Jurisdiction (ETJ), or for other purposes which the City Council of the City finds, in its discretion, will increase the population, taxable property base, and employment prospects of the City or County;

WHEREAS, the Company is developing an economic development project (“Project”) consisting of improvements to existing buildings within the extraterritorial jurisdiction of the City, expansion of the workforce (creation of up to 908 jobs, all with an average annual wage of \$52,879) and taxable investment in equipment and machinery, which is expected to increase the taxable property base in the County, and to stimulate the local economy, promote business, and provide employment opportunities;

WHEREAS, the Company has stated in its application for a Job Creation Grant that it is investigating and/or is in discussions with other states, more specifically Arizona and Georgia, about its Project described herein;

WHEREAS, the City’s Job Creation Grant program requires the Company to pay 50% of employee health insurance or an equivalent benefit, and the Company must pay an average wage rate for all employees at the investment site equal to or greater than 100% of the average annual wage rate for the Greenville Metropolitan Service Area (M.S.A.);

WHEREAS, the Company intends to improve its real property located at 1125 Sugg Parkway, Greenville, North Carolina and the Company will invest approximately \$228,750,000 to improve such properties based on the schedule set forth in Section II, subsection 3. Additionally, the Company intends to make new capital expenditures through the acquisition of approximately \$78,560,306 in machinery and equipment with the acquisitions to occur based on the schedule set forth in Section II, subsection 5. No acquisitions shall occur later than December 31, 2025;

WHEREAS, as an inducement to the Company, the City has approved the appropriations and expenditures as hereinafter set forth for the specific purpose of making economic development

grants (“Job Creation Grants”) based upon the creation of jobs based on the schedule set forth in Section II, subsection 6, and shall remain in effect at least three (3) years beyond the completion of annual grant installments. Qualified Jobs created beginning on January 1, 2024, and in alignment with this Agreement will count toward subsequent years for the maximum five (5) year period (Calendar years Jan. 1, 2024 - December 31, 2029);

WHEREAS, in consideration of the economic development incentives, the Company agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement; and

WHEREAS, the parties desire to reduce their agreement to written form, clearly stating their respective responsibilities under the Agreement, and setting forth provisions regarding remedies for breach of those responsibilities by the Company and for recapture of sums appropriated or expended by the City upon the occurrence of events specified in the Agreement, as required by G.S. § 158-7.1(h).

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

SECTION I – DEFINITIONS

1. Definitions

1.1 “Qualified Job”: Full-time permanent positions that are created within the City limits or the City’s ETJ as of and following January 1, 2024, and retained within the City limits or the City’s ETJ for three (3) years beyond the completion of annual grant installments, and which are evidenced by the Company’s annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and any other supporting documentation as necessary to establish such positions and employment for the applicable duration. The Company may replace the employee filling the Qualified Job defined herein.

1.2 “Economic development incentive payment”, “grant payment” or “payment”: \$1,000 per each Qualified Job or \$100,000, whichever is lesser, and maximum amount of \$100,000 per year for a maximum period of five (5) years (calendar years January 1, 2024 - December 31, 2029). In any such event, the grant payments shall not exceed \$500,000 over the life of this Agreement. Any Grant Period year in which the grant installment would make total payments in excess of \$500,000, the grant payment shall be reduced accordingly.

1.3 “Effective date”: The date this Agreement is in effect, and such date is determined by the City and is indicated on the first page of this Agreement.

1.4 Maximum 5-year period, Calendar Years (plural) referenced herein means Jan. 1, 2024 - December 31, 2029.

1.5 “Grant Period”: The term of this Agreement shall commence on the effective date of this Agreement as defined herein and expire on December 31, 2032, unless earlier terminated as provided herein.

SECTION II – COMPANY

2. In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, the Company represents, warrants and certifies to the City that as of the execution date hereof:

2.1. Company is a corporation duly organized and existing under the laws of the State of North Carolina, is authorized and in good standing to conduct business in the State of North Carolina and has a place of business within the State of North Carolina.

2.2 The Company has the corporate power and authority to own its properties and assets and to carry on its business and has the corporate power to execute and perform this Agreement.

2.3 The undersigned Manager of the Company has the right, authority, and duty to execute this Agreement in the name and on behalf of the Company.

2.4 This Agreement (i) is a valid and binding instrument and agreement of the Company, enforceable against the Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on the Company; the charter documents or operating agreement of the Company; or any provision of any indenture, agreement or other instrument to which the Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which the Company is a party.

2.5 There is no suit, claim, action or litigation pending, or to the best knowledge of the Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.

2.6 To the best of the Company's knowledge, there is no impediment to the fulfillment of the purpose contemplated by this Agreement.

2.7 The Company is not engaged in a business that would be exempt from property or sales taxes.

2.8 The Company has obtained all required permits, including but not limited to, environmental permits, and any other permits required by local, state or federal entities to perform the Project herein.

2.9 The Company is not in default on any contractual obligations, or other federal, state or local grant agreements related to the performance of the Project herein.

3. Real Property Investments. The Company shall make taxable investments to acquire and improve the real property located at 1125 Sugg Parkway, Greenville, North Carolina (the "Property"). It is expected that cumulative expenditures for said investments will meet or exceed approximately \$228,750,000 by December 31, 2026, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Pitt County Tax Office. The improvements to be made by the Company at the Property shall include a renovation of the building on the Property located at 1125 Sugg Parkway, Greenville, North Carolina for the

purposes of expanding the Company's manufacturing operations in Greenville (the improvements and fixtures to be located on the Property pursuant to the renovation are referred to herein as the "Improvements").

If applicable, the Company shall provide the City with the final plans for its review for consistency with said depiction and the description of such Improvements as specified herein prior to a building permit being issued. During construction, the Company will allow the City access onto the Property so that the City may conduct inspections of the work for consistency with said depiction and the description of the improvements as specified herein. The Improvements and the construction related to the Improvements shall be completed and available for occupancy, as evidenced by the issuance of a certificate of occupancy, no later than December 31, 2026. The Company will maintain taxable investments in place, in good condition (ordinary wear and tear excepted) at least through the duration of this agreement, or at least until December 31, 2032.

4. The Company shall be the owner of the taxable investments described herein continuously during the period from the effective date of this Agreement until three (3) years after receipt of the final grant installment. The taxable investments described herein shall not be tax exempt for property tax purposes continuously during the period from the date of this Agreement, or at least until December 31, 2032.

5. Personal Property Investments. The Company shall make taxable investments through the acquisition of machinery and equipment and will meet or exceed approximately \$78,560,306 by December 31, 2026. The Company shall maintain the machinery and equipment in good condition (ordinary wear and tear excepted) as to limit its depreciation value to the greatest extent possible at least through the duration of this Agreement, or at least to December 31, 2032.

6. Job Creation. The Company's intent and desire is to create up to 908 Qualified Jobs within the maximum five (5) year period (Calendar years 2024-2029) of this Agreement based on the following schedule: 362 within the first 12 months after the effective date of this Agreement; 410 additional jobs within 36 months after the effective date of this Agreement; and 136 additional jobs within 60 months of the effective date of this Agreement; and the average wage of such job is \$52,879. Such jobs shall be in effect for the period beginning in calendar year 2024 or as otherwise defined herein and will remain in effect at least three (3) years beyond the completion of annual grant installments. Qualified Jobs created beginning on January 1, 2024, and in alignment with this Agreement will count toward subsequent years for the maximum five (5) year period (Calendar years January 1, 2024- December 31, 2029).

7. Health Insurance and Wages. The Company shall pay at least 50% of employee health insurance or an equivalent benefit for recipients of the Qualified Jobs created and the Company must pay an average annual wage rate for all employees at the investment site equal to or greater than \$52,879. If the Company is not providing health insurance, equivalent benefit shall be reviewed by the City for satisfaction. In addition, the Company shall submit its annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report and complete the annual certification (attached herein and marked as Exhibit A) which amongst other things documents the number of Qualified Jobs that have been created.

8. The Company shall provide the City with a copy of all agreements governing incentives it has received for the Project from all North Carolina State and local sources and shall provide

periodic updates to the City regarding the amounts of incentives actually received and status of the agreements.

9. Non-discrimination. The Company will exercise good faith efforts to hire residents of the M.S.A. and use local, small, minority and women-owned businesses when such goods or services can be obtained at competitive prices. The Company shall not discriminate during the performance of this Agreement 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.

10. Insurance. At all times during the term hereof Company shall carry workers compensation insurance with such limits as required under North Carolina law, together with general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; and a general aggregate limit of \$2,000,000. Additionally, to the fullest extent permitted by law, Company shall indemnify and hold harmless the City of Greenville, its employees, officials (elected and appointed), agents and consultants against any and all liability arising out of or in connection with any of the operations or obligations of Company including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of the Company or anyone directly or indirectly employed by them or anyone for whose acts of the Company may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.

SECTION III – THE CITY

11. Payment of Grant. The City will only make one grant payment in each of the calendar years in accordance with this Agreement, and such payments will be based upon the confirmed addition of the specified number of Qualified Jobs, and shall be made for a five (5) year period (calendar years January 1, 2024-December 31, 2029) as follows:

11.1 After the Qualified Jobs are created, according to the schedule set forth in Section II, subsection 6, the City will provide an annual grant payment of \$1,000 per each Qualified Job up to the maximum amount of \$100,000, whichever is lesser, based on compliance with the provisions in the Agreement. In any such event, payments from the City shall not exceed \$100,000 per year over the 5-year term of this Agreement up to the maximum grant amount of \$500,000. Any grant year in which the grant installment would make total payments in excess of \$500,000, the grant installment shall be reduced accordingly.

11.2 Each subsequent year, after creation of the Qualified Jobs the previous calendar year, i.e., the Company will be eligible for grant payments beginning January 1, 2025, the City will, within sixty (60) days of receiving sufficient documentation, to the reasonable satisfaction of the City and confirmation that the Company has complied with required preconditions to be eligible for the grant payment by the City, including such additional information as may be reasonably requested by the City, pay to the Company an economic development incentive payment in an amount of \$1,000 dollars per Qualified Job or \$100,000, whichever is lesser, based

on the annual 4th Quarter NCUI 101 Quarterly Tax and Wage Report. This same process will be followed by the City and the Company in each calendar year from 2024 and up to and including the entire 5-year grant payment (calendar years January 1, 2024- December 31, 2029) if the Company is in compliance with the terms of this Agreement. In any such event, payments from the City shall not exceed \$100,000 per year over the 5-year term of this Agreement up to the maximum grant amount of \$500,000. Any grant year in which the grant installment would make total payments in excess of \$500,000, the grant installment to be paid shall be reduced accordingly by the City.

11.3 Release of any incentive payment under this Agreement is contingent on the Company providing verification that the Company has complied with all provisions herein.

SECTION IV – ADDITIONAL PROVISIONS

12. Event of Default and Obligation to Repay Grant Award.

The Company shall be in default under this Agreement if any one or more of the following events (each, an “Event of Default”) shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

12.1 Failure to Create and Maintain Jobs. If, at any time during the Grant Period or during the period set forth in Section I hereof, the Company fails to create and maintain the required number of Qualified Jobs, then the Company shall repay to the City an amount equal to \$1,000 for each job below the required number of Qualified Jobs created and maintained by the Company for the year in which such shortfall occurs.

12.2 Failure to Provide Health Insurance. If, at any time during the Grant Period set forth in Section I, the Company fails to provide health insurance to all permanent full-time employees at the amount required herein, or otherwise approved by the City, the Company will be in default of this Agreement and will reimburse the City the total amount of the grant funds previously disbursed in accordance with this Agreement.

12.3 Ceasing Project Operations. If, at any time during the Grant Period or during the period set forth in Section I hereof, the Company substantially ceases operations, the Company shall immediately repay all grant funds previously disbursed in accordance with this Agreement.

12.4 Failure to Achieve Wage Standard. If, at any time during the Grant Period or during the period set forth in Section I hereof, the average wage of the group of all permanent full-time jobs at the Company fails to equal or exceed 100% of the average annual wage rate for the Greenville Metropolitan Service Area (M.S.A.), or \$52,879, the Company will be in default under this Agreement, no further disbursements will be made, and the Company must reimburse the City the total amount of the grant funds previously disbursed in accordance with this Agreement.

12.5 Failure to Make and/or Maintain Ownership of Capital Investments. If, at any

time during the Grant Period or the period set forth in this Agreement, the Company fails to meet or exceed the required capital investments and maintain ownership of same for taxable purposes, the Company will be in default under this Agreement. Further, if the Company does not claim the Property and Improvements to be tax exempt for property tax purposes at least through December 31, 2032, as specified in this Agreement, no additional disbursements will be made, and the Company will be required to reimburse the City the total amount of the grant funds previously disbursed.

12.6 Failure to Comply with Related Project Agreements. If, at any time during the Grant Period or the period set forth in this Agreement, the Company defaults on any federal, state, and/or local agreement related to the activities or Project contained herein or the Company fails to obtain any necessary permits from any federal, state and/or local entities, including but not limited to, environmental permits, prior to or during the performance under this Agreement, no further disbursements will be made, and the Company must reimburse the City the total amount of the grant funds previously disbursed in accordance with this Agreement.

12.7 Other Failures to Comply. The Company will be required to reimburse grant funds previously disbursed for failure to comply, including:

a. any material representation, warranty, certification or other statement of fact contained in this Agreement or in any writing, certificate, or report furnished by the Company to the City in connection with the transaction described in this Agreement is determined to be false or misleading in any material respect when given;

b. a court of competent jurisdiction enters an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of the Company or of the whole or any substantial part of its Property, or approves a petition filed against the Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction assumes custody or control of the Company or of the whole or any substantial part of its Property;

c. the Company is unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator, or conservator of itself or of the whole or any substantial part of its Property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state.

12.8 Recovery of Costs. If the Company fails to reimburse any amount payable hereunder, on demand, the City may recover the costs of collection to obtain recovery from the Company, including reasonable attorney's fees.

12.9 Non-Exclusive. The repayment obligations and remedies addressed in this subsection 12 are in addition to those repayment requirements elsewhere in the Agreement. No remedy conferred or reserved by the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or

by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

12.10 Force Majeure. Any delay in the performance of any of the duties or obligations of the Company shall not be considered a breach of this Agreement for, and the time required for performance shall be extended for a period equal to, the lesser of (i) the period of such delay or (ii) 24 months, provided that such delay has been caused by or that results from any events beyond the reasonable control of the Company, including, without limitation, 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 facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the Company, which delay affects the Company or the ability to construct Improvements on the Property. The Company shall give prompt notice to the City of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

13. Reduction in Reimbursement. Notwithstanding any provisions included herein, reimbursement required under this Agreement may be reduced, at the discretion of the City, based on the following:

13.1 If such Event of Default occurs on or before December 31, 2028, the repayment amount shall be 100% of the grant payments.

13.2 If such Event of Default occurs on or after January 1, 2029, and on or before December 31, 2029, the repayment amount shall be 75% of the grant payments.

13.3 If such Event of Default occurs on or after January 1, 2030, and on or before December 31, 2030, the repayment amount shall be 50% of the grant payments.

13.4 If such Event of Default occurs on or after January 1, 2031, and on or before December 31, 2031, the repayment amount shall be 25% of the grant payments.

13.5 If such Event of Default occurs on or after January 1, 2032, and on or before December 31, 2032, the repayment amount shall be 10% of the grant payments.

14. Non-Appropriation. The Company and the City acknowledge that any monies appropriated and expended by the City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are extended in good faith reliance on G.S. § 158-7.1. Funding under the Job Creation Grant program may be contingent upon funding being budgeted by the City to support the program and subject to availability of funding, such incentive grants may be paid by the City from any fund sources of its choice. If funding ceases to be available, this Agreement shall automatically terminate. In the event a court of competent jurisdiction, after final appeal, rules, to which either the Company or the City is a party, that all monies expended by the City pursuant to this Agreement were not offered and accepted in good

faith and in compliance with G.S. § 158-7.1 and, further, that such monies must be repaid, the Company will make such repayment to the City. In the event one or more lawsuits are brought against the City or any City elected official, officer, agent or employee, or the Company, challenging the legality of this Agreement, then the City and the Company shall exercise their best efforts to defend against any and all such lawsuits.

15. Notice. All notices, certificates or other communications required or permitted to be given or served hereunder shall be in writing and shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notices, certificates or other communications required or permitted to be given or served hereunder are sent by United States Postal Service (USPS) or other courier service that retains receipts for its deliveries, it shall be deemed given or served upon the third calendar day following the day on which such notice, certificate or other communication is deposited with the USPS or upon actual delivery, whichever occurs first, properly addressed as follows:

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

Company: Company
Attn:
Address
City, State, Zip

The City or the Company may, by notice given to the other, designate any further or other different addresses to which notices, certificates, requests or other communications shall be sent.

16. No Third-Party Rights. This Agreement is intended for the benefit of the City and the Company and not any other person. This Agreement shall inure to the benefit of, and is binding upon, the City and the Company and their respective successors and assigns. However, neither this Agreement nor any rights, privileges, or claims created by this Agreement may be transferred by the Company without the prior written approval of the City. An instrument shall be filed in the Office of the Register of Deeds of Pitt County which provides notice that the Property is subject to the conditions, requirements, and restrictions as contained in this Agreement. The instrument shall be indexed in the name of the Company in the grantor index.

17. Modification. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

18. Severability and Survivability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement. Further, any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary

in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

20. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general court of justice in Pitt County, or if in federal court, in the Eastern District of North Carolina.

21. Construction Against Drafter. Both the Company and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining, and that it has been drafted by counsel for both the Company and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

22. Indemnification and Hold Harmless. Company and City hereby agree to indemnify, defend and hold the other party, its officers, directors, members, partners, agents, consultants, and employees harmless from and against any and all damages or other amounts payable to a third-party claimant, as well as any reasonable attorneys' fees and costs of litigation arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third-party against either party, its officers, directors, members, partners, agents, consultants, and employees based on gross negligence or willful misconduct by such indemnifying party, its officers, directors, members, partners, agents, consultants, or employees as a result of work performed pursuant to this Agreement.

23. Performance of Government Functions. Nothing contained in this contract 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.

24. Forbearance Not Waiver. No action or failure to act by either party shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

25. E-Verify Requirements. (A) If this contract is awarded pursuant to G.S. § 143-129, the Company represents and covenants that the Company and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (B) If this contract is subject to G.S. § 143-133.3, the Company and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

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

27. Compliance with Laws. The Company shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of duties under this Agreement.

28. Assignment. There shall be no assignment, subletting or transfer of the interest (including payments) of the Company in any of the duties covered by the Agreement without the written

consent of the City. Unless the City agrees otherwise in writing, the Company and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Company's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Company the right to assign, it is agreed that the duties of the Company that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

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

30. 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.

31. Records 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.

32. Conflict of Interest.

The Company 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.

The Company 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 the Company, its employees or associated persons or entities shall be disclosed to the City.

The Company 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.

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

33. Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and the Company, or any other employee or other person acting on behalf of the Company in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. The Company shall not receive any additional compensation in the form of wages or benefits from the City which are not specifically set forth in this Agreement. The Company shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to the Company or any such employees of Company as may be engaged in the performance of this Agreement. It is the express intent of the Parties that this Agreement shall not create an agency relationship between the Parties. Neither the City nor its employees shall be deemed agents of the Company, and neither the Company nor its employees shall be deemed to be agents of the City.

34. 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.

35. 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 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.

36. 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.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement

in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE, NC

By: _____

P.J. Connelly, Mayor

Attest:

(SEAL)

Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and seal this the _____ day of _____, 202__.

Notary Public

My commission expires: _____

COMPANY

By: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the _____ day of _____, 20__.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney or designee (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: _____
Jacob A. Joyner, Director of Financial Services

EXHIBIT A

**TO ECONOMIC DEVELOPMENT AGREEMENT
ANNUAL CERTIFICATION AND DISBURSEMENT REQUEST**

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

Company (“the Company”) hereby requests that a disbursement in the amount of \$_____ be made by the City of Greenville, NC (“City”) to the Company, pursuant to that certain Economic Development Agreement (the “Agreement”) between the Company and the City, dated _____, 20____. Any capitalized terms not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, the undersigned, do hereby certify, for and on behalf of the Company, that:

For Job Creation and Maintenance:

- (a) Attached hereto is a true and correct copy of the Company’s latest NCUI 101 form filed with the State; and a copy of the NCUI 101 form filed with the State showing employment prior to the expansion;
- (b) It has created _____ new Qualified Jobs, which are net new positions for the Company’s operations in the State, and no jobs have been transferred from any existing operations of the Company or any of its affiliates;
- (c) It has retained _____ Qualified Jobs;
- (d) It makes available health insurance to all permanent full-time employees at the facility in the amount required for eligibility under the Agreement;
- (e) The average annual wage rate of all employees in new Qualified Jobs is \$ _____;

For Property Acquisition and Improvement:

- (f) The following Improvements were made during the Improvement Period from January 1, 20____, through December 31, 20____ (*List Improvements and attach invoices and cancelled checks*):
- (g) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20____, are in the amount of \$ _____;
- (h) Attached hereto is a true and correct copy of the Company’s fixed asset report

showing a description, acquisition date and cost for each asset acquired, disposed of, or transferred from the date of the Grant Period;

Other Representations, Warranties and Certifications:

- (i) It is in compliance with all of the terms and conditions of the Agreement and affirms the representations, warranties and covenants contained therein;
- (j) it understands that if any of the certifications provided herein prove to be false and/or misleading in any respect, it shall reimburse the City in the amount of this disbursement, and the City may pursue such other legal action as it deems appropriate;
- (k) It has obtained all required permits, including but not limited to, environmental permits, for the Project;
- (l) It is not in default on any other federal, state and/or local grant agreements related to the same or similar project activities;
- (d) It is not liable for any overdue tax debt, and proof of taxes paid is attached to this certificate.

The Company represents, warrants and certifies the truth and accuracy of the statements made herein. These certifications shall be deemed to be made a part of the Agreement and are incorporated therein and governed by its terms and conditions.

Certified, this the ___ day of _____, 20__.

COMPANY NAME

By: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal this the _____ day of _____, 20__.

Notary Public

My commission expires: _____



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: First Public Hearing for the 2024-2025 Annual Action Plan for CDBG and HOME Funds

Explanation: As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the City must prepare an Annual Action Plan each year of its 2023-2027 Consolidated Plan, outlining planned activities and funding amounts.

The Housing Division of the Neighborhood and Business Services Department is in the process of identifying activities for the 2024-2025 fiscal year, the second year of the five-year Consolidated Plan. The following are the projects which staff proposes to deliver to the community:

1. Planning and Administration
2. Owner-Occupied Home Rehabilitation
3. Down Payment Assistance
4. New Construction
5. Acquisition of Substandard Properties
6. Public Service

Fiscal Note: Exact funding amounts have not been awarded. However, it has been standard practice to use the current year award amount as a baseline for the upcoming allocation.

Recommendation: Staff recommends holding the first Annual Action Plan Public Hearing.



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Public Art Presentation for Public Art on Public Property - DownEast Sculpture Exhibition on City Property

Explanation: The DownEast Outdoor Sculpture Exhibition is a national juried art competition that was started in 2006 as a joint exhibition between Emerge Gallery, the City of Greenville, and East Carolina University Student Galleries. This is a year-long exhibition of large scale outdoor sculptures that has now grown to a total of 16 sculptures throughout Pitt County. Placements include the City of Greenville, East Carolina University, Greenville Museum of Art, Wahl Coates School of the Arts, the Town of Winterville, the Town of Ayden, and the Town of Farmville. Sculptures rotate annually from March to February, with new sculptures being chosen each year.

Sculptures are selected through a competitive process, as a national Request for Proposals (RFP) is posted on a call for entries platform, where artists will enter their completed sculptures for consideration to be "leased" and put on exhibit for a year. This year's juror, Joni Younkings-Herzog has chosen the sculptures that are acceptable for the exhibit and has prioritized the list with prizes for the top three sculptures. The DownEast Sculpture Subcommittee will supervise the recommendations that are then finalized by the Civic Arts Committee for the placement of sculptures in the City of Greenville on public property. All sculptures are chosen for their artistic merit, suitability to the environment, and size of the sculpture pad for each location.

Selections include:

- "Radial" by Adam Walls
- "Bouquet of Sunflowers" by Jonathan Chandler
- "Steel Saguaro" by Joe Chirchirillo
- "Color Tree" by Carl Billingsley
- "Pluma Sculptura (The Feather)" by Kirk Seese

Alternate choices:

- "Whatever" by Austin Sheppard
- "Reclaimed Tension" by Kevin Vanek
- "Balance Point" by Hanna Jubran

- "Gray Wolf Return" by John Nativio

The Pitt County Arts Council will make formal recommendations to the City Council for the placement of sculptures at the following locations:

- Reade/Cotanche
- Town Common
- Jarvis St. Access
- Stancil Dr. Access
- Harding Access

All sculptures and installations are completed by artists and overseen by the City's staff from the Recreation & Parks Department and/or the Public Works Department. The implementation timeline is February 2024.

Fiscal Note: Projected cost to the City is \$9,000.00, which has been approved in the FY 2023-2024 City budget.

Recommendation: Hear the proposed public art project presentation and consider approval.

ATTACHMENTS

[DownEast 2024_COG_PCAC_Recommendations.pptx](#)





Adam Walls

"Radial"

Steel and wood

8'x4'x8'

Location: Reade/Cotanche



Jonathan Chandler
"Bouquet of Sunflowers"
welded steel
7'x4'x3'
Location: Town Common



Joe Chirchirillo
"Steel Saguaro"
welded steel
7'x4'x5'
Location: Jarvis St. Access



Carl Billingsley
"Color Tree"
powder coated steel
8'x6'x8'
Location: Stencil Dr. Access



Kirk Seese

“Pluma Sculptura (The Feather)”

Steel, MDO, UV Inks, Acrylic Sealer

10'x2'x2'

Location: Harding Access



Alternates

(options if originally recommended sculptures cannot be installed)

1. Austin Sheppard, "Whatever", cast aluminum, reclaimed materials, 7'x2'1.5'
2. Kevin Vanek, "Reclaimed Tension", reclaimed and stainless steel, 12'x9'x5'
3. Hanna Jubran, "Balance Point", stainless steel and bronze, 13'x18'x18'
4. John Nativio, "Gray Wolf Return", recycled copper, 32" x20" x68"





City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Amendments to the existing Down Payment Assistance, Owner-Occupied Rehabilitation, and Tenant-Based Rental Assistance Programs

Explanation: Access to affordable housing is critical to fostering inclusive communities, ensuring families from diverse backgrounds have access to safe and stable living environments, and driving economic growth. The City of Greenville sponsors programs such as the following to assist the community with affordable housing and home rehabilitation needs:

- Down payment assistance
- Owner-occupied rehabilitation assistance
- Tenant-based rental assistance

It is important for the City to update policies such as these in order to better reflect the needs of households in the current housing market. The following is a summary of the updates to the policies proposed by staff:

Downpayment Assistance:

The Downpayment Assistance Program is designed to assist potential low to moderate-income, first-time homebuyers with downpayment assistance to purchase a home located within designated target areas as well as the Incorporated City Limits of Greenville. The program provides for a no-interest forgivable loan for applicants that meet the following eligibility requirements:

- Buyer must be a first-time homebuyer.
- Home must be located within the designated target areas and not exceed the maximum sales price as provided by HUD annually.
- Buyer must meet credit, employment, loan to value and income debt standards established by the City and the mortgage lender.
- Buyer must occupy the dwelling as their principal residence.
- Total family income must not exceed 80% of the area median.

The downpayment assistance program currently provides for a no interest, forgivable loan up to \$20,000, not to exceed 20% of home price to assist with affordability. Due to increased home sales prices in the past several years, staff proposes increasing the maximum subsidy to \$40,000. This will better position low to moderate-income buyers to achieve homeownership.

Owner-Occupied Rehabilitation Program:

Inflated construction costs have impacted the ability of existing homeowners to afford necessary upkeep of their existing residences. The cost of maintenance, too, has threatened the ability of existing owners. The Owner-Occupied Rehabilitation Program is intended to do the following:

- Bring homes up to the minimum housing and building code standards.
- Make homes handicapped accessible where needed.
- Correct health and safety issues associated with the property.
- Improve the overall appearance of the property.
- Removal slum and blighted conditions to preserve neighborhoods.

The program currently provides up to \$60,000 in repairs to extend the lifespan of homes. Because rehab costs have elevated, additional funding is required to accomplish consistent measures of modifications. In order to accomplish the same scope of work, staff is proposing to increase the maximum funded amount to \$75,000.

There is no requirement of repayment of the funded rehabilitation costs for homeowners with incomes between 0% and 50% of the area's median income. Repayment for homeowners with incomes above 50% of the area median income is determined based on the following sliding scale:

% of Median Income	Amount of Payback	\$75,000
0-50%	0%	\$0
51%-55%	12%	\$9,000
56%-60%	16%	\$12,000
61%-65%	20%	\$15,000
66%-70%	24%	\$18,000
71%-75%	28%	\$21,000
76%-80%	32%	\$24,000

To prevent undue hardship for those households who risk negative impact from increasing the loan amount, the proposed policy presents a reduced repayment schedule that lessens the responsibility of homeowners by approximately 5%. This adjustment shows a more consistent monthly payment with which is currently experienced at a \$60,000 budget.

Tenant-Based Rental Assistance:

During the COVID-19 pandemic, the City implemented a tenant-based rental assistance program designed to provide up to three months of rental assistance to low-income residents who experienced financial hardship. The program provided eligible households with a one-time assistance of up to \$2,000.00, not to exceed three months of rent expenses. The program was funded by appropriations received through the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act. The City awarded approximately \$400

thousand to qualified rental applicants between April and June of 2021.

To support the current affordable housing needs of our community, staff is proposing to fund a second round of the program through the appropriation of \$250,000 allocated to the City as part of the HOME American Rescue Plan Act (ARPA). Staff will begin accepting applications for assistance in January of 2024.

To qualify, residents must meet the following requirements:

- Must be a US citizen, permanent resident or granted legal status.
- Must be a City of Greenville resident.
- Current income must be less than:
 - \$37,350 for an individual household
 - \$42,700 for a two-person household
 - \$48,050 for a three-person household
 - \$53,350 for a four-person household
 - \$57,650 for a five or more-person household
- Applicant/landlord must not be receiving household subsidies from any other federal, state, and/or local program for the unit the applicant is living in.

Fiscal Note:

The existing CDBG and HOME funds that are currently supporting these programs will not require any budget amendments.

Recommendation:

Staff recommends approving the proposed updates to the housing programs to reflect inflated housing costs.

ATTACHMENTS

- [1188958 - DPA Policy Updates - 1 - COG.DOCX](#)
- [1188971 - Rehab Policy Updates - 1 - COG.DOCX](#)
- [1188961 - TBRA Policy Updates - 1 - COG.DOCX](#)

20% HOME Downpayment Assistance Program

Policy:

The purpose of this policy is to establish eligibility requirements necessary to qualify for the HOME Downpayment Assistance Program offered by the City of Greenville.

The HOME Downpayment Assistance Program is designed to assist potential low to moderate income, first-time homebuyers with downpayment assistance to purchase a home located within designated target areas as well as the Incorporated City Limits of Greenville. A No Interest Forgivable Loan of up to \$40,000 may be available to qualified borrowers meeting program guidelines. Assistance will be in the form of a secured no-interest loan, forgiven by 1/10 of the original principal balance on an annual basis for the 10-year recapture period. HUD sets the minimum period of affordability. Assistance from \$15,000 to \$40,000 has a minimum recapture of 10 years. The City of Greenville's Affordable Housing Loan Committee reviews all qualified downpayment assistance applications for final approval prior to funding.

Eligibility:

Qualified first-time low to moderate-income (80% or less of area median) applicants must meet all requirements as established by the City of Greenville. Applicants must also pre-qualify with a lending institution before applying to the City for assistance. The following requirements have been established for qualification:

1. Buyer must be a first-time homebuyer.
2. Home must be located within the designated target areas and not exceed maximum sales price as provided by HUD annually. The 2023 limits are \$223,000 for existing property and \$266,000 for new construction.
3. Buyer is to meet credit, employment, loan to value and income debt standards established by the City of Greenville and the mortgage lender.
4. Buyer must occupy dwelling as their principal residence.
5. Buyer must meet the minimum investment requirement of \$1,000.00.
6. Total family income must not exceed 80% of area median.

7. The funds can be used for the purchase of a single-family dwelling, condominium, or townhouse located within designated target areas or Citywide. Funds cannot be used for the purchase of a mobile home.
8. Loan is determined by need with assistance of up to 20% of the sales price of the home.

Lien Type:

A Deed of Trust in the amount received will be recorded taking a second position (no less than a 3rd position if using other City funds).

Note: The City will take up to 4th position behind NCHFA's Community Partners Loan Pool DPA of up to \$50,000, and the NC 1st Home Advantage DPA up to \$15,000.

Application Process:

1. Schedule pre-application intake to give overview of program and preliminary income determination. Applicant requests credit report from annualcreditreport.com or other service of choice.
2. Once applicant receives credit report, schedule a credit review meeting to determine credit eligibility requirements and outside debts.
3. Applicant must pre-qualify with lending institution before applying for downpayment assistance with the City of Greenville. Applicant must provide a signed copy of the Lender's Loan Estimate, Closing Disclosure with all fees disclosed, the interest rate and terms of loan. Mortgage lenders used for financing on the first mortgage must include escrows as part of their package.
4. Applicant will complete a City of Greenville Application with required documentation. The documentation checklist is attached to the Application. Downpayment Assistance and Applications are located on the City website at www.greenvillenc.gov.
5. Applicant is required to attend a Homeownership Education Workshop (6 hours) conducted through a HUD Certified Counseling Agency.
6. The application will be reviewed for required content and verification that all lending requirements have been met.

7. Once file reviewed and approved by City staff, package will be submitted to Affordable Housing Loan Committee (AHLC) for approval. AHLC meets monthly on the second Wednesday.
8. After AHLC reviews and approves, the file is then signed by the Housing Division Administrator, The Neighborhood and Business Services Director and the City Manager to process payment.
9. Upon completion of review, the City will issue a Letter of Commitment to applicant.
10. At the time of commitment, Homebuyer is to sign the HOME Written Agreement and a Subordination Agreement.
11. The request for funds is submitted to the loan administrator for processing.
12. The downpayment assistance check will be provided at the closing with the City's loan documents (Promissory Note and Deed of Trust). The final Closing Disclosure is reviewed before the closing to ensure compliance with program requirements.
13. The attorney records the deed of trust in the 2nd position behind the Mortgage.

City of Greenville
Downpayment Assistance and Secondary Mortgage Criteria

- Debt to Income Ratios (20-33/45) ¹
 - Front end debt ratio (20%-33%) – consists of the mortgage payment as a percentage of monthly gross income. $PITI / \text{Gross Monthly Income}$.
 - Back end debt ratio (45%) – consists of the mortgage payment and existing debt as a percentage of monthly gross income. $(PITI^4 + \text{Current Debt}^2 + \text{Other}^3) / \text{Gross Monthly Income}$.

NOTE:

1. Ratios are calculated in the same manner of the typical mortgage lender.
 2. Current debt includes credit cards, car loans, personal loans, child support, payment plans, etc.
 3. Other includes homeowner's association dues and mandatory assessments.
 4. Mortgage Payment (PITI) is principle, interest, taxes and insurance.
- Gross Monthly Income – consists of pre-tax income (see list below) for all members of the household. Independent support must be provided for all sources. Note: financial aid or foster care payments cannot be counted as income.
 - Gross Monthly Wages, Commissions and Bonuses
 - Gross Monthly Social Security or Disability Payments
 - Child Support (past 12-month proof of receipt of funds)
 - Non-Social Security Retirement
 - Reported Self-Employment Income (2 years of tax returns)

Note: The City *does not allow grossing up* of non-taxable qualifying or compliance income to meet program ratios.

- Income Limits – as defined by the US Department of Housing and Urban Development for the Greenville Metropolitan Area.
 - For Downpayment Assistance Program (10% No Interest Loan) (maximum income is 120% of median adjusted for household size)
 - For Secondary (20% HOME Grant) Mortgage Programs (maximum income is 80% of median adjusted for household size)
 - For West Greenville / Univ Area Program (no maximum income)

- Credit

Reportable Credit References:

- Active accounts current
- No outstanding non-medical liens, judgments or collections
- Medical collections on approved payment plan (6-month positive payment history)
- No outstanding balance due on charge-off accounts unless on approved payment plan (6-month positive payment history)
- Chapter 7 Bankruptcy must be discharged for 24 months
- Chapter 13 Bankruptcy must have written permission of Trustee to acquire new debt

- Student Loans

- Other Information

- Must provide 1003 Mortgage Application, HUD Closing Disclosure and Pre-qualification letter from the mortgage lender.

- Signed Offer to Purchase or Contract with Builder
- Must use at minimum 20% of gross monthly income toward the PITI payment
- In no case can an applicant receive more than 20% of the sales price of the home from City of Greenville subsidies.

Owner-Occupied Rehabilitation Program

PURPOSE

The purpose of this policy is to establish eligibility requirements necessary to qualify for the CDBG Housing Rehabilitation Program offered by the City of Greenville.

SCOPE

The general program policy is intended to set objectives for City sponsored housing and economic development programs that meet the national guidelines for eligible activities. The programs include:

1. Improving and preserving the current housing stock through owner occupied housing rehabilitation. **The rehabilitation program brings homes up to the minimum housing and building code standards, makes homes handicapped accessible where needed, and corrects health and safety issues associated with the property. The secondary purpose of the rehabilitation program is to improve the overall appearance of the property, thus increasing neighborhood pride.**
2. Removal of slum and blighted conditions to preserve neighborhoods.
3. Assist first time homebuyers by providing down payment and closing costs assistance or principal deduction assistance in the form of no interest loans or deferred loans.
4. Provide affordable housing opportunities in the form of new construction or rehabilitation of existing homes that are sold to first time homebuyers.
5. Assistance to area nonprofit agencies engaged in the production of affordable housing opportunities, assisting special needs populations, at risk youth, homebuyer education and job training programs.
6. Provide program administration to ensure compliance with federal, state, and local regulations.

The Community Development Division staff has developed the procedures necessary to carry out these objectives. In all cases, the information requested is the minimum needed and required under federal, state, and local guidelines to conduct the programs.

PROCEDURE

The City of Greenville provides housing rehabilitation assistance to homeowners located in designated target areas within the corporate limits that meet the eligibility requirements set forth in this policy and in accordance with the Community Development Block Grant (CDBG) program regulations. Assistance with CDBG funds is a combination of a deferred payment loan (grant), and a no interest loan. All loans are amortized for fifteen (15) years for the rehabilitation costs. The household income will determine the type of loan or grant/loan combination. A financial plan detailing the amount of assistance available, terms, income requirements etc., is covered later in the policy. The Community

Development Division maintains a waiting list of persons requesting assistance. Length of time on the waiting list will not necessarily be the only factor determining when assistance will be provided. Being placed on the waiting list does not determine eligibility for the program.

After the rehabilitation is completed, the property must be maintained as the principal residence of the household and they must retain title to the property. **The property owner must maintain homeowner's insurance, keep the property taxes current, and maintain the property and keep clear of debris. Failure to honor these provisions is a violation of the program agreement.**

Eligibility:

There are a number of criteria governing eligibility for rehabilitation assistance by the City of Greenville. In general, these criteria pertain to the applicant and the property to be improved. The Community Development Division will not process an application for rehabilitation assistance until a preliminary determination is made that all applicable eligibility requirements have been met. It should be noted that eligibility does not necessarily ensure the receipt of financial assistance.

Eligible Applicants:

To be eligible for housing rehabilitation assistance:

1. An applicant must hold **clear title** to the property. If the property is heir property, all heirs must be identified and contacted. Life Estates are **not** eligible.
2. An applicant must occupy the property as a primary residence.
3. An applicant must have no credit issues that will encumber the property.
4. An applicant must be low-moderate income* based on the area median family income provided by HUD; see appendix for current income chart.

**Income as defined by HUD CDBG Regulations, Subpart A 570.3: Annual income as reported under the US Census long form for the most recent available decennial.*

5. Property must not have any outstanding liens, judgments, encumbrances, taxes, or pending litigations involving the applicant.

Eligible Properties:

To be eligible for assistance, the property must meet the following conditions:

1. The property must be located within areas identified in the Consolidated Plan.
2. The structure must be suitable for rehabilitation as determined by the Construction Coordinator.
3. The sum of the City of Greenville loan for rehabilitation and any existing liens must not exceed 90% of the estimated appraised value of the property after rehabilitation.

4. The property must not be located within the right-of-way of any future street or highway, or other public improvements anticipated within the foreseeable future, as determined by the Department of Public Works.
5. The property must not be located within a **100-year flood hazard area** as determined by the City Engineering Division.
6. The property must not be in violation of the adopted standards for land use and building density, as determined by the City of Greenville Zoning Administrator.
7. The property must not have any outstanding liens, judgments, encumbrances, taxes, or pending litigations involving the structure.
8. A maximum of one current lien attached to the property. The City will not take a position less than second.

Application Requirements:

1. Identification of all household members.
 - Picture identification
 - Copy of Social Security Cards
 - If student, verification of attendance
2. Verification of income/assets - all household income must be verified. Submission of one or more of the following will be required for all members of the household:
 - IRS 1040 tax forms from previous three years for self employed
 - W-2 from previous year
 - Income statement from retirement, pension and social security
 - Income verification form from employer or copies of last three pay stubs
3. Credit Report - by signing homeowner's requirement form, the property owner(s) has/have given the City of Greenville the right to request a credit report from the Credit Bureau.
4. Verification of ownership to include the following:
 - Copy of deed or deed of trust
 - Verification of current city/county tax payment
 - Verification of mortgage being current
5. Copy of current homeowner's insurance policy.

Rehabilitation Loan:

The amount of assistance available for the rehabilitation of an owner occupied home varies from each circumstance. Changes in assistance amounts also vary from year to year. In some situations, the amount of the contract may increase due to unforeseen situations requiring additional rehabilitation

work. These situations, which are referred to as change orders, are avoided unless absolutely essential to the completion of the rehabilitation.

A. Assistance Amount

Deferred payment loans (grants) are available for homeowners with incomes up to 50% of the area median income as adjusted by family size in an amount up to \$75,000.00. This amount does not include the cost for lead-based paint abatement and the rehabilitation of the home. For families with incomes from 51% to 80% of the median area income, the combination of a deferred payment loan and a no interest loan is available. The amount of payback is determined as follows:

<u>% of Median Income</u>	<u>Amount of Payback</u>	<u>\$75,000.00</u>
0-50%	0%	\$0
51% - 55%	12%	\$9,000
56% - 60%	16%	\$12,000
61% - 65%	20%	\$15,000
66% - 70%	24%	\$18,000
71% - 75%	28%	\$21,000
76% - 80%	32%	\$24,000

The amount of assistance in some instances may exceed \$75,000.00 and will be reviewed on a case-by-case basis.

B. Lien Type

In all cases, the loan amounts will be amortized over a fifteen (15) year period.

C. Loan Conditions

1. If home is sold, transferred, or conveyed during the life of the Deed of Trust, the outstanding balance becomes due and payable based on the date of transfer.
2. If the owner dies during the life of the Deed of Trust, the heir(s) may pay the balance of the Deed of Trust or occupy the home as their principal residence (heir must be sole owner of the home) and assume the loan obligation, if their household income is less than 80% of median income, as well as the attached requirements that lie within these policies and procedures.

The occupant is required to provide the Neighborhood & Business Services Department Community Development Division with a copy of their current homeowner’s insurance policy and complete an annual survey throughout the life of the Deed of Trust. Failure to do so will result in the default and repayment of the outstanding balance of loan.

3. City/County taxes are to remain current during the life of the rehabilitation loan.
4. The owner’s mortgage must remain current throughout the life of the rehabilitation loan.

5. All applicants with pending legal action as a result of faulty or default repair work by a non-Community Development Division approved contractor must reimburse the City from any proceeds received for the amount of housing rehabilitation cost.
6. Should a taking from a government entity arise prior to the expiration of the lien period, the Owner(s) is/are responsible for finding another home to purchase. The new home must be in compliance with the North Carolina Building Codes, and must be within the city limits of Greenville, NC. The remaining period of time on the lien will then be transferred to the new home until the fifteen (15) year period has expired.

Failure to comply with any of the above conditions may result in the default and repayment of your loan. Failure to pay as agreed will result in foreclosure, and notification of the default will be sent to the Credit Bureau.

Rehabilitation Procedures:

The purpose of the rehabilitation procedures is to establish the steps necessary to assist the Community Development staff in completing rehabilitation projects in an efficient, economical, and timely manner.

Application Process:

The applicant is referred to the Program Manager or designated staff person who conducts the following activities.

1. Provides program information to the applicant and discusses processing.
2. Prescreens applicant to determine eligibility including:
 - a. Location of property – is it within the city limits and target area
 - b. Determination that household income does not exceed program limits
 - c. Screens for ownership, outstanding judgments, liens, current taxes, current mortgage, and sign a deed of trust, rehabilitation agreement, and promissory note
3. Complete program application.
4. Request supporting documentation from the applicant:
 - a. Third-party verification of household income for all adult members (household members over 18 years of age and emancipated minors)
 - b. Credit information including the request of a credit report. As part of the application process applicant agrees to a credit check and to attend credit counseling if necessary. Services for credit counseling are provided free of charge and will be arranged after acceptance into the program.
 - c. Copy of deed or deed of trust to the property

- d. Copy of a current city/county tax statement
 - e. Copy of current property/hazard insurance
 - f. Information on mortgage or other liens against the property
 - g. Copy of picture ID and Social Security card for all household members
5. Community Development Planner will authorize the conduction of a title search on the property by an attorney that has been procured by the Community Development Division.
 6. Staff will arrange for the Construction Coordinator(s) to conduct a complete detailed write-up, cost estimate for repairs and lead paint testing.

The work write-up will specify the various items of work needed to ensure that the home complies with property rehabilitation standards and the City's minimum housing code. The work write-up will also be the basis for the scope of work to be performed for lead paint abatement. All work write-ups and inspection reports are to be dated and should include the project name and all pertinent data. The work write-up shall constitute the basis for cost estimates, bids, and the determination of completion of the rehabilitation. The Rehabilitation Specialist, prior to accepting bids, will prepare a cost estimate. The work write-up may be revised prior to bids by mutual consent of the property owner and the Program Manager or designated staff or after the solicitation of bids by mutual consent of the property owner, contractor and the Program Manager or designated staff.

Contractors who have picked up a bid packet, which includes a copy of the detailed work write-up, or any contractor that is interested in bidding must be eligible and must attend the scheduled pre-bid meeting. No bids will be accepted from ineligible contractors or contractors not in attendance at the pre-bid. A project checklist will cover the following topics:

- a. Work write-up
- b. Access to the project site
- c. Special conditions or needs of the owner or contractor
- d. Contractor and owner responsibilities
- e. Community development rehabilitation handbook, a copy of which will be given to each eligible contractor

Bid Procedures:

The cost estimate shall be used in determining whether the bids received are fair and reasonable. The acceptable bid must be within 15% (high or low) of the Construction Coordinator's cost estimate. The Community Development staff and the homeowner must approve the bid. All bidders will be notified of the bid award.

Bids will be obtained only through a formal, competitive process with awards going to the lowest, most responsible and available bidder. However, if the lowest qualified bidder has the maximum number of

jobs allowed, which is two (2), then the next lowest bidder may be considered and awarded the job(s) in order to facilitate timeliness in the program. The maximum number of jobs may be adjusted at the Program Manager's discretion. The City of Greenville reserves the right to limit the number of contracts awarded to any one contractor based on past performance. A \$1,500.00 bond will be held for contractors participating in Community Development housing rehabilitation programs. Liquidated damages in the amount of \$100.00 per day will be assessed on jobs that exceed the permitted time as specified within the contract and change orders.

Construction:

All rehabilitation work shall be performed in accordance with the City of Greenville's General Specifications for Rehabilitation, the work write-up, duly authorized change orders, and State and Local building codes as applicable.

During construction, the Rehabilitation Specialist will make daily visits to the project site to monitor the progress of the project and make inspections to ensure compliance with contract work specifications. The City Inspections Division, and/or the Community Development Construction Coordinator, will inspect periodically to ensure compliance with the State and City Building Codes. The contractor is required to ensure that all permits (building, electrical, plumbing, and mechanical) are acquired prior to construction. The Construction Coordinator shall ensure that the contractor acquires all necessary permits and copies are maintained in the files.

Changes to the contracted work may become necessary during construction and will be negotiated by the Community Development Division and approved in accordance with program policies. Owners will be consulted concerning the changes and approve all change orders. The contractor shall make no changes in the work, nor seek payment for changed or additional work, without prior issuance of an approved written change order.

The rehabilitation work shall be performed within an established time frame acceptable to both the owner and the Community Development Division.

Upon completion of the work, the Construction Coordinator and/or the City Inspections Division will perform a final inspection to insure that all work complies with contract documents and the Building Codes. The owner should be present during the inspection and/or be consulted prior to contract closeout.

The contractor guarantees all work for a period of **one (1) year** from completion of the contract. During this warranty period, complaints concerning the work shall be referred, in writing, to the City of Greenville, Community Development Division, P.O. Box 7207, Greenville, North Carolina 27835-7207. A complaint will be filed, and a Construction Coordinator will inspect the concerns. If the Construction Coordinator determines the concerns to be the responsibility of the contractor, the contractor will be informed, in writing, of the need to correct the deficiencies. The warranty does not include normal wear, alterations or problems caused directly or indirectly by the homeowner.

It shall be the responsibility of the owner to maintain the property according to the Rehabilitation Standards and the Minimum Housing Code upon completion of rehabilitation. Failure to comply may result in the default and repayment of the loan.

Invoicing:

When portions of work are completed in accordance with the payment schedule identified in the Rehabilitation Specifications Manual, the contractor shall submit an invoice to Community Development Division staff. The Construction Coordinator will inspect the project to insure that the work is completed and acceptable. Before processing, the invoice will be signed by the Contractor, Homeowner, Construction Coordinator, Program Coordinator, Program Manager and NBS Director. The invoice will be submitted to the Community Development Fiscal Specialist for Purchase Order payment. Before the release of the final check, the contractor shall submit any required lien waivers, pest control certificates or other warranties covered by the payment. The preferred payment schedule for the Rehabilitation Program is listed below:

	Payment Amount
1/3 of work completed	33%
2/3 completed	33%
100% complete	34%

Note: Because of HUD's requirement to use Program Income first, the payment percentage may vary.

Reference Documents:

The following documents are hereby incorporated by reference and made a part hereof:

1. General Specifications for Rehabilitation
2. City of Greenville Zoning Ordinance
3. City Code of the City of Greenville
4. Minimum Housing Code for the City of Greenville
5. Housing Choice Housing Quality Standards
6. North Carolina Residential Code of the North Carolina State Building Code Residential One and Two-family Dwelling
7. Energy Standards for the Energy Conservation and Housing Rehabilitation Incentive Program issued by the North Carolina Housing Finance Agency

8. The Community Development Block Grant Regulations at CFR, Part 70 issued by the Department of Housing and Urban Development (HUD)

Eligible Contractors:

Only contractors approved by the Community Development Division shall perform work under this Program.

The Community Development Division shall maintain a listing of contractors for rehabilitation work. They also have the authority to remove any contractor from the listing who fails to comply with the following:

1. Liability and Workmen's Compensation (based on size of staff) insurance
2. Sufficient skill and experience (based on prior work)
3. Established credit with supply vendors or capable of establishing credit with supply vendors
4. Acceptable references as to satisfactory performance on similar projects

HOME-ARP Emergency Rental Assistance

Program Overview

The City of Greenville Emergency Rental Assistance Program is designed to provide up to three months of rental assistance to low-income (80% AMI or less) residents who have experienced financial hardship and cannot afford to pay their rent. The program provides eligible households with one-time assistance of up to \$2,000.00 not to exceed three months of rent expenses. The program is subject to funding availability. Utility costs are not qualifying expenses.

This program is only available to applicants who are renters. The program will not issue payments directly to applicants, but rather payments will be sent directly to landlords who must be willing to participate in this program. Landlords must be able to provide the City with completed W-9s and ACH/Direct Deposit forms.

The ability to submit an online application for this program does not constitute acceptance, meeting minimum qualification criteria, nor is it a guarantee of a program award. All information submitted will be individually verified and households who provide misleading or false information or who apply more than once for the program (even under a different family member) will be disqualified.

Eligibility

To qualify, residents must meet the following requirements:

1. Must be a US citizen, permanent resident or granted legal status;
2. Must be a City of Greenville resident.
3. Current income is less than:
 - \$37,350 for an individual household
 - \$42,700 for a two-person household
 - \$48,050 for a three-person household
 - \$53,350 for a four-person household
 - \$57,650 for a five or more-person household
4. Applicant/Landlord must not be receiving household subsidies from any other federal, state, and/or local program for the unit the applicant is living in. Such programs include, but are not limited to: Section 8 Housing Choice Voucher, HOPWA Tenant Based Rental Assistance, Public Housing, Section 202, or VASH.

How to Apply

Applications will be available online starting January 2024. The application period will be open until enough applications have been received to deplete the funding available for this program.

Applicants who do not have internet access through a computer or smart phone or who need assistance in applying, may call 252-329-4481.

Documentation Required:

Applicants are required to provide the documentation below with the application. The City will not notify the applicant of eligibility until all documentation has been received.

1. Copy of passport, birth certificate, alien resident card or proof of legal status;
2. Government issued Photo ID;
3. Documentation of income, self-employment, and assets;
4. Authorization to Release Information, if applicable;
5. Copy of current executed lease agreement under applicant's name or showing applicant as tenant. The address of the property listed on the lease agreement must be located within City of Greenville limits;

NOTE: Guidelines, forms, and other documents utilized for this program are subject to change from time to time to ensure proper utilization of public funding.



City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Award of Construction Contract for the Dream Park Community Building

Explanation: The old fire station located at 1700 Chestnut Street will be renovated into a multi-purpose building currently referred to as the Dream Park Community Building. This building, which is adjacent to the City's only spray park, was built in the 1930's and is in dire need of a complete renovation in order to function as usable space. The new space will be used for community rentals and future recreation programming.

HH Architecture was contracted to provide design services for this renovation project. Recreation and Parks staff worked with designers to finalize a floor plan layout, which was reviewed with City Council Members in a Workshop on May 5. The plan provided for the greatest flexibility in future use by residents, staff, and community organizations. Notable design features include a large assembly space, warming kitchen with pass-thru to the assembly area, lobby, office, storage room, and restrooms. The existing brick veneer will be preserved, and two large glass garage doors will pay homage to the structure's former use as a fire station.

On November 21, 2023, the City received three bids for building renovations to construct the Dream Park Community Building. Farrior & Sons, Inc. submitted the lowest bid of \$1,780,000.00. Work is scheduled to be completed within six (6) months.

Fiscal Note: American Rescue Plan Act dollars have been designated to fund the construction of this project.

Recommendation: Award the construction contract for the Dream Park Community Building to Farrior & Sons, Inc. in the amount of \$1,780,000.00.

ATTACHMENTS

- [1188987 - Contract Dream Park Community Building Improvements](#)
- [Dream Park Project Visuals.pdf](#)



AGREEMENT FOR CONTRACTOR SERVICES

Dream Park Community Building Improvements

THIS Agreement is 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,” with a primary address of 200 W. Fifth Street, Greenville, NC 27858, and **Farrior & Sons, Inc.**, a corporation organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “Contractor,” whose primary offices are located at 9571 Hwy. 264 Alt. West, Farmville, NC 27828.

GENERAL RECITALS

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

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

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

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

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall demolish and remove portions of the interior and provide material, equipment and labor to renovate the interior and exterior of the building per the scope of work listed as the base bid and alternate one in the City’s solicitation documents attached as Exhibit A, and amendments, if any, said work being hereinafter referred to as the

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

“Work”. The solicitation and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The 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 Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s solicitation attached hereto as Exhibit A; and
4. Contractor’s Proposal attached hereto as Exhibit B; and
5. Coronavirus State and local fiscal recovery funds addendum attached hereto as Exhibit C.

I.D. SUBCONTRACTS

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

Vendor Name: Farrior & Sons Inc.

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I.D.3. The Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the 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 *Parks Coordinator*. If assistance or further information is needed, the Contractor/Consultant shall contact the *Parks Coordinator, 252-329-4539*. All directions and communications from the City to the Contractor/Consultant shall be through the *Parks Coordinator* or their designee unless otherwise stated herein.

II.A.2. The City shall provide available data and information, as applicable to the detailed Work to be performed under this Agreement.

II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Contractor agrees to reimburse the City for loss or damage of City property while in Contractor's custody. Such City data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

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Work will begin no later than ten (10) calendar days following execution of this agreement. The work will be substantially completed within 182 days after issuance of the Notice to Proceed and fully completed by July 1, 2024. The Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **August 1, 2024**, unless there 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 Contractor shall notify the City's Project Manager as soon as additional services beyond agreed-upon scope of work appear to be warranted. The Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

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

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/Contract will be eligible for compensation for the services as outlined in the Construction Plans and Project Manual, which is incorporated into this Agreement as Attachment A.

Vendor Name: Farrior & Sons Inc.

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Specifically, Contractor will be eligible to receive a not-to-exceed amount of \$1,780,000.00 (one million, seven hundred eighty thousand dollars and zero cents).

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

IV.B. **PAYMENT**

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

The Contractor shall pay subcontractors for work performed within seven (7) days after 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 Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: ***Recreation and Parks Department, Mike Watson, Parks Coordinator, 2000 Cedar Lane Greenville, NC 27858*** or emailed to ***mwatson@greenvillenc.gov***.

It shall be the responsibility of the 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 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. 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 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, 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. **CONTRACTOR'S RESPONSIBILITY**

- V.B.1. Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- V.B.2. The standard of care applicable to Contractor's performance will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.
- V.B.3. Contractor will provide all equipment 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. Contractor shall be responsible for all travel and related expenses.

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

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

V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the *Recreation and Parks 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,

finances, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

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

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

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

- b. **Commercial General Liability:**

Limits:

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

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

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c. Commercial Automobile Liability:

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

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than thirty (30) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

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

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

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

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

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

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

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

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

- f. conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

The Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Contractor will also cooperate fully with the 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
P.O. Box 7207
Greenville, NC 27835
Attn: Mike Watson

Contractor:

Farrior & Sons, Inc.
9571 Hwy 264 Alt West
Farmville, NC 27828
Attn: William Farrior, Jr.

V.G. **ADDITIONAL PROVISIONS**

Dream Park Community Building Improvements

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. Work shall start no later than ten (10) calendar days following execution of this agreement and shall be completed by the end of the day on Monday, July 1, 2024.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

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

All tracings, documents, technical reports, charts, plans, specifications, 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 (M/WBE) Program. The 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.

Contractor, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

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

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

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

V.G.6. **ASSIGNMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.

No employee, agent, Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with

this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

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

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

V.G.15 **RECORDS 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

Dream Park Community Building Improvements

parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

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

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

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

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

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

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

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's 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.

V.G.26 **CITY MANAGER'S AUTHORITY**

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

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

V.G.27

LIQUIDATED DAMAGES

If the Contractor fails to complete the Work within the time specified as stated in V.G.1 of this contract, then the Contractor shall pay liquidated damages to the City in the amount of \$1,000.00 (one thousand dollars) for each calendar day of delay until the work is completed or accepted.

[Signature Pages Follow]

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

MAYOR

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:** _____
Jacob A. Joyner, Director of Financial Services

ACCOUNT NUMBER: 113-00-40-00-000-000-534005-ARP06

PROJECT CODE (IF APPLICABLE): ARPA SLFRF-DREAM PARK-CONSTR

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

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[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

Farrior & Sons, Inc

FULL NAME OF VENDOR

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

VENDOR:

BY: _____

SIGNATURE

TITLE

DATE

Exhibit A
City's Solicitation

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____



RECREATION AND PARKS
Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27835
252-329-4567

Project Manual
Volume 1

Dream Park Community Building
Improvements

City of Greenville Recreation and Parks
400 Nash St, Greenville, NC 27834

Construction Documents
October 6, 2023

HH Architecture, PA
PO Box 18808
Raleigh, NC 27619-8808
919-828-2301 phone
919-828-2303 fax
www.hh-arch.com

HH # 22-073

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

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Greenville Recreation and Parks
1700 Chestnut St, Greenville, NC 27834

HH # 22-073

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Proposal Form
Bid Bond for the City of Greenville
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City of Greenville/Greenville Utilities Commission Minority and/or
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013200	Construction Progress Documentation
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014000	Quality Requirements
014200	References
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016000	Product Requirements
017300	Execution
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017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents
017900	Demonstration and Training

DIVISION 2 - EXISTING CONDITIONS

024119	Selective Demolition
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DIVISION 03 – CONCRETE

032000	Concrete Reinforcing
033000	Cast-in-Place Concrete
033200	Concrete Slab Patching and Repair
034500	Precast Architectural Concrete

DIVISION 4 – MASONRY

040120	Brick Masonry Repair
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DIVISION 5 – METALS

Not Used

DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES

- 061000 Rough Carpentry
- 061600 Sheathing
- 062013 Exterior Finish Carpentry
- 062023 Interior Finish Carpentry
- 064116 Plastic Laminate Clad Architectural Cabinets

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- 070150.10 Preparation for Reroofing
- 071113 Bituminous Damproofing
- 072119 Foamed-In-Place Insulation
- 074113 Standing-Seam Metal Roof Panels
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- 081113 Hollow Metal Doors and Frames
- 081416 Flush Wood Doors
- 083323 Overhead Doors
- 083513 Multipanel Folding Aluminum-Framed Glass Doors
- 084113 Aluminum-Framed Entrances and Storefronts
- 087100 Door Hardware
- 088000 Glazing
- 088723 Safety and Security Films
- 089119 Fixed Louvers

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- 092900 Gypsum Board
- 093013 Ceramic Tiling
- 095113 Acoustic Panel Ceilings
- 095426 Suspended Wood Ceilings
- 096513 Resilient Base and Accessories
- 096519 Resilient Tile Flooring
- 097200 Wall Coverings
- 099113 Exterior Painting
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- 101423 Panel Signage
- 102113.17 Phenolic-Core Toilet Compartments
- 102600 Wall and Door Protection
- 102800 Toilet, Bath, and Laundry Accessories
- 104413 Fire Protection Cabinets
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DIVISION 11 – EQUIPMENT

Not Used

DIVISION 12 – FURNISHINGS

- 122413 Roller Window Shades
- 123661.19 Quartz Countertops

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DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING EQUIPMENT

Not Used

DIVISION 21 – FIRE SUPPRESSION

Not Used

DIVISION 22 – PLUMBING

- 220500 Common Work Results For Plumbing
- 220513 Common Motor Requirements For Plumbing Equipment
- 220519 Meters And Gages For Plumbing Piping
- 220523 General-Duty Valves For Plumbing Piping
- 220529 Hangers And Supports For Plumbing Piping And Equipment
- 220553 Identification For Plumbing Piping And Equipment
- 220719 Plumbing Piping Insulation
- 221116 Domestic Water Piping
- 221119 Domestic Water Piping Specialties
- 221123 Inline, Domestic-Water Pumps
- 221316 Sanitary Waste And Vent Piping
- 221319 Sanitary Waste Piping Specialties
- 223300 Electric, Domestic-Water Heaters
- 224213.13 Commercial Water Closets
- 224213.16 Commercial Urinals
- 224216.13 Commercial Lavatories
- 224216.16 Commercial Sinks
- 224713 Drinking Fountains

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- 230500 Common Work Results For HVAC
- 230513 Common Motor Requirements For HVAC Equipment
- 230529 Hangers And Supports For HVAC Piping And Equipment
- 230553 Identification For HVAC Piping And Equipment
- 230593 Testing, Adjusting, And Balancing For HVAC
- 230709 HVAC Piping Insulation
- 232300 Refrigerant Piping
- 233113 Metal Ducts
- 233300 Air Duct Accessories
- 233423 HVAC Power Ventilators
- 233713 Air Distribution
- 237219 Fixed Plate Air-To-Air Energy Recovery Units
- 238126 Split-System Air-Conditioners

DIVISION 25 – INTEGRATED AUTOMATION

Not Used

DIVISION 26 – ELECTRICAL

- 260500 Common Work Results For Electrical
- 260519 Low-Voltage Electrical Power Conductors And Cables
- 260526 Grounding And Bonding For Electrical Systems
- 260529 Hangers And Supports For Electrical Systems
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- 260923 Lighting Control Devices

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DIVISION 27 – COMMUNICATIONS

270000	Communication/Data, Pathways, And Wiring
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

283111	Digital, Addressable Fire-Alarm System
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DIVISION 31 – EARTHWORK

311000	Clearing, Excavation and Trenching
312000	Earth Moving
312500	Erosion and Pollution Control

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321313	Concrete Curb, Gutter, and Sidewalk
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332120	Water Valves
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SECTION 001113 – ADVERTISEMENT FOR BIDS

The Greenville Recreation and Parks Department (GRPD) will accept bids for the Dream Park Community Building Improvements project after October 23, 2023. Sealed Proposals will be received by the City in the offices of Recreation and Parks, 2000 Cedar Ln. Greenville, NC 27858, at 2:00pm (Eastern Standard Time) on Tuesday November 21, 2023, and publicly opened thereafter at 2:00 pm. Bids shall be marked "SEALED BID", addressed to the attention of Mr. Mike Watson, Greenville Recreation and Parks Department, and shall include the Name, Address, and License Number of the bidder, and the type proposal enclosed.

Contractors interested in bidding as prime bidders are required to attend the open mandatory pre-bid and preferred brand alternates meeting, which will be held Thursday November 2, 2023 at 2:00 pm at the Dream Park Community Building, 1700 Chestnut Street, Greenville, NC 27834.

Complete plans and specifications for the project will be available from McGee Reprographics, 2095 S. Evans Street, Greenville, NC 27834. (252) 752-4400 and electronically at <http://www.carolinasplanroom.com/> after October 23, 2023.

For information, contact Anita Karimu at HH Architecture (919) 828-2301 or akarimu@hh-arch.com.

The City Council of the City of Greenville reserves the right to reject any or all proposals.

Owner:

Mike Watson
City of Greenville Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4539 Phone
(252) 329-4062

Architect:

HH Architecture
1100 Dresser Court
Raleigh, NC 27609
(919) 828-2301

END OF SECTION 001113

Vendor Name: Farrior & Sons Inc.

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Dream Park Community Building Improvements
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SECTION 002113 – INSTRUCTIONS TO BIDDERS

1. Bids will be received for Single Prime Contract. All proposals shall be for lump sum. It is the intent of the City to award this bid to the lowest responsive and responsible bidder.
2. Bidders are requested to return bids to the City of Greenville Recreation and Parks Department prior to bid opening. Bids will be opened promptly at the time specified in the Invitation to Bid. Bidders are cautioned to be prompt since No Bids Will Be Accepted after the time designated for the bid opening. The precise time will be monitored by the by the person responsible for opening the bids.
3. All bids submitted must be on the blank proposal forms herein provided and prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern.
4. Bids shall be enclosed in a sealed envelope, directed to the City of Greenville, Recreation and Parks Department, 2000 Cedar Lane, Greenville, North Carolina 27858, and marked with the bidder's North Carolina Contractor's License number. All bids must be marked Bid on the outside of the envelope.
5. Each proposal shall contain the full name and address of each bidder. When firms bid, the name of each member shall be signed and the firm name added, and the execution shall be done as more specifically stated herein under the following section.
6. The omission of prices upon any item for which bids are asked or the tendering of an unbalanced bid will be the cause of the rejection of the bid submitted.
7. No bid shall be considered or accepted by the City unless at the time of its filing, it is accompanied by a deposit of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid. In lieu of making that deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the City of Greenville upon the bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained by the City if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory bonds or deposit as required herein. The bidder to whom the award of contract is made shall either (a) furnish bonds as required by Article 3 of Chapter 44A of the N.C. General Statutes, using the form supplied by the City; or (b) deposit with the City money, certified check or government securities. The bonds or deposit shall be for the full amount of the contract to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44 A.
8. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for general contractor.]

Instructions to Bidders

002113 - 1

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

Dream Park Community Building Improvements
Greenville Recreation and Parks

Construction Documents
9/22/2023

NOTE: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

9. Except to the extent allowed by statute, bids shall not be withdrawn and bids shall remain subject to acceptance by the City for a period of 90 days.
10. Bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.
11. The bids will be evaluated and the contract awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority and / or Women Business Enterprise (M/WBE) requirements supplied with this bid package. These forms must be filled out and returned with the bid proposal. Any bids submitted without these completed forms shall be deemed as "non-responsive". If there are any questions or problems in filling out these forms, please contact:
 - a. Tish Williams, MWBE Coordinator 252-329-4462
12. The City of Greenville, NC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby 1178814- v4 7 notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
13. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
14. The contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the City of Greenville.
15. The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
16. It shall be the contractor's responsibility to obtain all necessary and required permits and inspections. These permits shall be presented upon demand.
17. The Contractor will perform, or have performed, all necessary site layout (both lines and grades) for this construction.

Instructions to Bidders

002113 - 2

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

Dream Park Community Building Improvements
Greenville Recreation and Parks

Construction Documents
9/22/2023

- 18. The Contractor must provide the City of Greenville a safety plan of their organization, prior to approval of the contract.
- 19. The following standard documents shall be used for their intended purposes unless the Owner consents to use other forms:
 - a. Standard Form of Agreement Between Owner and Contractor
 - b. General Conditions of the Contract for Construction.
- 20. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements section of this document.
- 21. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having a BEST rating of A or better.
- 22. Insurance shall be evidenced by a certificate:
 - a. Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 - b. Certificates should be addressed to:
 - i. City of Greenville Recreation and Parks Department
Attn: Mike Watson
2000 Cedar Lane
Greenville, NC 27858

23. INSURANCE:

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

1. Workers' Compensation Insurance:

No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees.

Limits: Workers Compensation: Statutory for the State of North Carolina.

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

2. 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

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

Dream Park Community Building Improvements
Greenville Recreation and Parks

Construction Documents
9/22/2023

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 **Contractor**. 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 **Contractor** must be added as an Additional Insured to the Commercial General Liability policy.

3. Commercial Automobile Liability:

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

4. 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.

5. Proof of Carriages:

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

24. Hold Harmless and Indemnity Agreement:

- a. To the fullest extent permitted by law, Company shall indemnify and hold harmless the City, its employees, agents, and consultants against any liability arising out of or in connection with any of the operations or obligations of Company, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of Company or anyone directly or indirectly employed by them or anyone for whose acts the Company may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.

- 25. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.

Instructions to Bidders

002113 - 4

Vendor Name: Farrison & Sons Inc.

Vendor Number: 5085

Contract # _____

Dream Park Community Building Improvements
Greenville Recreation and Parks

Construction Documents
9/22/2023

26. Unit Prices: All unit prices shall be bid. Unit Prices shall be net, no profit or overhead shall be added or deducted when applying Unit Prices to the contract sum adjustments.
27. All work under this contract shall be completed within ninety (90) days from the date of the Notice to Proceed.
28. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
29. IRAN DIVESTMENT ACT: Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
30. Any questions regarding the Contract Conditions and Bid Documents should be directed to Anita Karimu, HH Architecture, in writing by email to akarimu@hh-arch.com.

END OF SECTION 002113

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

(USE THIS FORM ONLY)

SUBMIT PROPOSALS IN CARE OF:

Recreation and Parks Department

City of Greenville

2000 Cedar Lane

Greenville, NC 27858

(252) 329-4242

BIDDER'S FIRM NAME _____

DATE: _____

PROPOSAL: Dream Park Community Building Improvements

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 101 City Hall Plaza, Greenville, NC 27701, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Dream Park Community Building Improvements**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows:

Base Bid:

(\$ _____) _____ dollars

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

ADDENDA

The following addenda are acknowledged as having been received and noted, the provisions for which are included in the proposal(s). Failure to acknowledge receipt of any addenda will subject the bidder to disqualification. CONTRACTOR to sign.

Addendum No. 1: _____

Addendum No. 2: _____

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid.

Preferred Alternate A: _____

Alternate No. 1: _____

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

No. 1 Unit Price (\$) _____

No. 2 Unit Price (\$) _____

No. 3 Unit Price (\$) _____

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. CONTRACTOR to sign.

MBE / WBE Form(s):

Refer to the Instructions section found on page 3 of the MBE / WBE Forms in the Project Manual.

Bid Bond for City of Greenville:

Refer to the Bid Bond forms found in the Project Manual. *Use these forms only.*

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

Respectfully submitted this _____ day of _____, 2021.

Signature: _____

Title: _____

Firm: _____

Address: _____

License No. _____

Expiration Date: _____

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

BID BOND for the City of Greenville

Contract name and number or other description of the Contract:

Name of Bidder:

Name, address, and telephone number of Surety's N. C. Resident Agent:

Telephone number of Surety's home office:

Surety is a corporation organized and existing pursuant to the laws of the State of:

Amount of this bond: check (a) or (b):

____(a) (write or type the amount in words and figures) All numbers in this section are in U. S. dollars.

(\$ _____)
____(b) five percent of the amount of the proposal

Bond number:

Date of execution of this bond:

Obligee: CITY OF GREENVILLE, a North Carolina municipal corporation.

• *****

KNOW ALL PERSONS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed to act as surety in North Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of the amount stated above, for the payment of which sum, well and truly to be made, the Surety binds itself and its successors and assigns, jointly and severally, by these presents. Whereas the Bidder is herewith submitting a proposal for the Contract referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash deposit pursuant to G.S. 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the contract for which the bond is submitted, and shall, within ten days after the award is made, execute and deliver to the Obligee the contract and give satisfactory surety as required by G.S. 143-129, then this obligation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder fails or refuses to so execute and deliver said contract or give said satisfactory surety, the Surety shall upon demand forthwith pay to the Obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of extensions of time, for the opening of proposals and for the modification, award, execution, and delivery of the contract. IN WITNESS WHEREOF, the Surety has executed this instrument under its seal as of the date of execution indicated above, pursuant to authority of its governing body.

(name of Surety)

(signature of Surety's attorney in fact)
(Affix Surety's corporate seal)

(Instructions to Surety: If you use a raised corporate seal, press hard enough to make it legible.)

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF BID BOND

State of _____ County of _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for

_____, the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

PERFORMANCE BOND AND PAYMENT BOND

Date of Contract:

Contract Name and Number:

Name of Principal (Name of Contractor):

The Principal is organized and existing under the laws of the following State:

Name of Surety:

Name, address, and telephone number of Surety's N. C. Resident Agent:

Amount of Performance Bond (in words and figures):

dollars

(\$)

Bond number:

Date of Execution of these Bonds:

Contracting Body: CITY OF GREENVILLE, a North Carolina municipal corporation.

Amount of Payment Bond: same dollar amount as the dollar amount of the Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications. The undertakings, covenants, terms, conditions, and agreements of said contract shall include, without limitation, the Principal's obligations, if any, with respect to damages for delay, to indemnify, and to provide warranties.

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

ACKNOWLEDGMENT OF CONTRACTOR'S EXECUTION OF CONTRACT AND PERFORMANCE BOND AND PAYMENT BOND

[Acknowledgment when the Contractor (the Principal) is a corporation]

State of _____ County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is

(strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of _____

_____, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract with the City of Greenville and Performance Bond and Payment Bond with respect to the contract and the corporate seal was affixed to said instrument(s). This the _____ day of _____, 20_____.

My commission expires: _____
Notary Public

[Acknowledgment when the Contractor (the Principal) is a limited liability company]

State of _____ County of _____

I, _____, a notary public for said county and state, certify that _____ (1) appeared before me this day, (2) stated that he or she is a manager of _____

_____, a limited liability company, (3) acknowledged that the foregoing contract with the City of Greenville and the Performance Bond and Payment Bond with respect to the contract carry on the company's business in the usual way, and (4) acknowledged the due execution of the contract and the Performance Bond and Payment Bond on behalf of the company.

This the _____ day of _____, 20_____.

My commission expires: _____
Notary Public

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

State of _____ County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before me this day and
stated that he or she is Attorney in Fact for

_____, the Surety named in the foregoing Performance Bond and
Payment Bond, in both of which bonds the contracting body is the City of Greenville, and that he or she
executed said bonds, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____.

My commission expires: _____
_____ Notary Public

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

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

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

These instructions shall be included with each bid solicitation.

Dream Park Community Building Improvements

Vendor Name: Farrior & Sons Inc.

Vendor Number: 5085

Contract # _____

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

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

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

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

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

Dream Park Community Building Improvements

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

Instructions

The Bidder shall provide with the bid the following documentation:

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

subcontracting)

OR

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

Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and cost)

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

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

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed: Letter(s) of

Intent or Executed Contracts

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

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

Minimum Compliance Requirements:

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

MBForms 2002-
Revised July 2010
Updated 2019

I, _____, _____
(Name of Bidder)

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

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

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

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

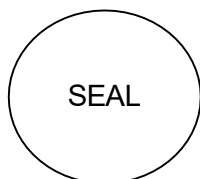
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d)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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

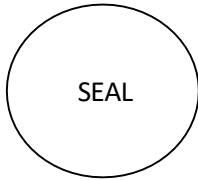
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

City of Greenville - AFFIDAVIT C - Portion of the Work to be

Performed by MWBE Firms

County of _____

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

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

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

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

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

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

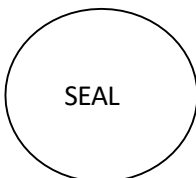
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

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

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

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

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

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

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

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

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

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the

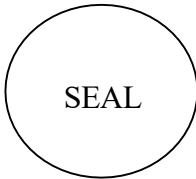
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

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

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

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

____ Minority Business Enterprise _____ Women Business Enterprise

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

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

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

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

Email Address: _____

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

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

- Replace subcontractor
- Perform work with own forces

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subcontractor:

Name of replacement subcontractor: _____

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

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work
 Decrease total dollar amount of work

Add additional subcontractor
 Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

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

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

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

<p>Interoffice Use Only: Approval <input type="checkbox"/> Y <input type="checkbox"/> N Date _____ Signature _____</p>
--

Vendor Name: Farrior & Sons, Inc.

Vendor Number: 5085

Contract # _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification
MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

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

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___Yes ___No

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

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

Date: _____

Certified By: _____

Name

Title

Signature



ADDENDUM #1

DATE: 11/07/2023

Project Name: **Dream Park Community Building**
Owner: City of Greenville Recreation and Parks Department

HH Project #: 22-073

From: **HH Architecture**
Anita Karimu, AIA akarimu@hh-arch.com

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated 10/06/2023.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

REVISIONS TO SPECIFICATIONS

1. Asbestos Report: **ADD** entire section with attached Asbestos Report dated November 18, 2022.
2. 115213 Projection Screens: **ADD** entire section with attached section 115213.
3. 113013 Residential Appliances: **ADD** entire section with attached section 113013.
4. Section 074113.16 Standing Seam Metal Roof Panels.
Proposed product substitution has been approved for MRS System 2000. See attached approved Substitution Request.
5. Section 000007 Draft AIA Contract: **REPLACE** entire section with attached 000007. This section is for example reference only.

REVISIONS TO DRAWINGS

1. RCP A411: **UPDATED** Area of extents of new faux beam.
2. AX001 Existing Conditions Photographs: **ADD** entire sheet with attached AX001.
3. CIVIL C1.0: **REPLACE** entire sheets with attached C1.0.
4. CIVIL C1.1: **REPLACE** entire sheets with attached C1.0.
5. CIVIL C2.0: **REPLACE** entire sheets with attached C2.0.
6. CIVIL C3.0: **REPLACE** entire sheets with attached C3.0.
7. CIVIL C4.0: **REPLACE** entire sheets with attached C4.0.
8. CIVIL C5.0: **REPLACE** entire sheets with attached C5.0.
9. CIVIL C6.0: **REPLACE** entire sheets with attached C6.0.
10. CIVIL C6.1: **REPLACE** entire sheets with attached C6.1.

CLARIFICATIONS

1. Contractors are allowed to connect temporary power and water hookups to the existing available services on the site.
2. Contractors to coordinate roof replacement work with the Owner-contracted asbestos abatement company.
3. AD111: Keynote D09 – Existing timber that will remain exposed to be cleaned, sanded to smooth look, and prepped for new finish.
4. The Mandatory Pre-Bid Conference was held on 11/02/2023 at the project site. The sign in sheet and minutes from this meeting are included in this addendum.

END OF ADDENDUM #1

ADDENDUM #2

DATE: 11/09/2023

Project Name: **Dream Park Community Building**
Owner: City of Greenville Recreation and Parks Department

HH Project #: 22-073

From: **HH Architecture**
Anita Karimu, AIA akarimu@hh-arch.com

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes, and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated 10/06/2023.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

REVISIONS TO SPECIFICATIONS

1. 083323 Overhead Coiling Doors: **REPLACE** entire section with attached 083323.

REVISIONS TO DRAWINGS

1. CIVIL C1.0: **REPLACE** entire sheet with attached C1.0.
2. CIVIL C1.1: **REPLACE** entire sheet with attached C1.1.
3. CIVIL C2.0: **REPLACE** entire sheet with attached C2.0.
4. CIVIL C3.0: **REPLACE** entire sheet with attached C3.0.
5. CIVIL C4.0: **REPLACE** entire sheet with attached C4.0.
6. CIVIL C5.0: **REPLACE** entire sheet with attached C5.0.

7. CIVIL C6.0: **REPLACE** entire sheet with attached C6.0.
8. CIVIL C6.1: **REPLACE** entire sheet with attached C6.1.

CLARIFICATIONS

1. S001: Detailed plan as listed and described in General Note #6 is required.
2. S001: Training as listed and described in Post-Installed Anchor Note #4 is required.
3. S001: Contractor to include the cost of ONE scan as listed and described in Post-Installed Anchor Note #6 to the base bid.
4. A411: There is no ceiling in the Mechanical / Electrical Room 111. The fill shown is exposed to deck and beam shown is existing.
5. The Owner's Asbestos Contractor will remove ALL existing metal roof and adhesive under their scope of abatement. General Contractor to coordinate roofing work with asbestos contractor including schedule coordination to accommodate required clearance testing period.
6. Exterior Fascia, soffit, and frieze board to be repaired and repainted if affected by demo work.

END OF ADDENDUM #2



ADDENDUM #3

DATE: 11/15/2023

Project Name: **Dream Park Community Building**
Owner: City of Greenville Recreation and Parks Department

HH Project #: 22-073

From: **HH Architecture**
Anita Karimu, AIA akarimu@hh-arch.com

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated 10/06/2023.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

REVISIONS TO SPECIFICATIONS

1. Section 074113.16 Standing Seam Metal Roof Panels.
Proposed product substitution has been approved for MRS System 2000. See attached approved Substitution Request.
2. 040110 Masonry Cleaning: **ADD** entire section attached 040110.
3. 083613 Sectional Doors: **ADD** entire section attached 083613.
4. 012100 Allowances: **REPLACE** entire section attached 012100.

REVISIONS TO DRAWINGS

1. P001: **REPLACE** entire sheet with attached P001.
2. P201: **REPLACE** entire sheet with attached P201.
3. M001: **REPLACE** entire sheet with attached M001.
4. M200: **REPLACE** entire sheet with attached M200.

5. ES100: **REPLACE** entire sheet with attached ES100.
6. E201: **REPLACE** entire sheet with attached E201.
7. E400: **REPLACE** entire sheet with attached E400.
8. ARCH AD111: **REPLACE** entire sheet with attached AD111.
9. ARCH A201: **REPLACE** entire sheet with attached A201.
10. ARCH ID001: **REPLACE** entire sheet with attached ID001.

CLARIFICATIONS

1. Bids will be received by the City in the offices of Recreation and Parks, 2000 Cedar Ln. Greenville, NC 27858, on **November 21, 2023** at **2:00pm (EST)**.
2. Electrical utility installation to be performed according to electrical plans.

END OF ADDENDUM #3

Exhibit B
Contractor's Proposal

(USE THIS FORM ONLY)

SUBMIT PROPOSALS IN CARE OF:

Recreation and Parks Department
City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRMNAME Farrior and Sons, Inc.

DATE: 11/21/2023

PROPOSAL: Dream Park Community Building Improvements

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 101 City Hall Plaza, Greenville, NC 27701, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Dream Park Community Building Improvements**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows:

Base Bid:

(\$ 1,780,000.00) One Million Seven Hundred Eighty Thousand dollars

ADDENDA

The following addenda are acknowledged as having been received and noted, the provisions for which are included in the proposal(s). Failure to acknowledge receipt of any addenda will subject the bidder to disqualification. CONTRACTOR to sign.

Addendum No. 1: 11/7/23 Walter H. Farrior

Addendum No. 2: 11/9/23 Walter H. Farrior

Addendum No. 3: 11/15/23 Walter H. Farrior

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid.

Preferred Alternate A: No change

Alternate No. 1: _____

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

No. 1 Unit Price (\$) 2.75

No. 2 Unit Price (\$) 1.75

No. 3 Unit Price (\$) _____

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. CONTRACTOR to sign.

MBE / WBE Form(s):

Refer to the Instructions section found on page 3 of the MBE / WBE Forms in the Project Manual.

Bid Bond for City of Greenville:

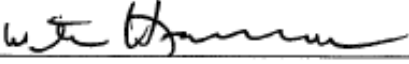
Refer to the Bid Bond forms found in the Project Manual. *Use these forms only.*

Vendor Name: Farrior & Sons, Inc.

Vendor Number: 5085

Contract # _____

Respectfully submitted this 21 day of November, 2023.

Signature: 

Title: President

Firm: Farrior and Sons, Inc.

Address: 9571 West Marlboro Road

Farmville, NC 27828

License No. 3934

Expiration Date: 12/31/2023



Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statem

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

Goals and Good Faith Ef

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

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

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

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

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

MBForms 2002-
Revised July 2010
Updated 20

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

Instructions

The Bidder shall provide with the bid the following documentation

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

OR

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and cost)

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

- Affidavit C (if aspirational goals are met or are exc

OR

- Affidavit D (if aspirational goals are not met

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

- Letter(s) of Intent or Executed Contracts

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

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

Minimum Compliance Requirements

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

MBForms 2002-
Revised July 2010
Updated 2019

DOC #586829

City of Greenville AFFIDAVIT A - Listing of Good Faith Efforts

County of Pitt

(Name of Bidder)

Affidavit of Farrior and Sons, Inc.

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

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

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

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

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

Date: 11/21/2023 Name of Authorized Officer: William H. Farrior, Jr.

Signature: *William H. Farrior, Jr.*

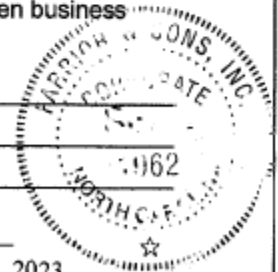
Title: President

State of NC, County of Pitt

Subscribed and sworn to before me this 21 day of November 2023

Notary Public _____

My commission expires October 3, 2026



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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Farrior & Sons, Inc.
P O Box 127
Farmville, NC 27828

OWNER:

(Name, legal status and address)

City of Greenville Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices
412 Mt. Kemble Avenue, Suite 310N
Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Dream Park Community Building

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of November, 2023.

Morgan A. Garrison
(Witness)

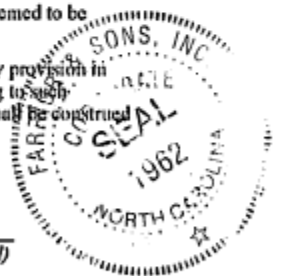
Farrior & Sons, Inc.
(Principal) (Seal)

By: [Signature]
(Title)

Lynn Locklear-Fisher
(Witness) Lynn Locklear-Fisher

Berkley Insurance Company
(Surety) (Seal)

By: [Signature]
(Title) Michelle A. Adams, Attorney-in-Fact





1100 DEXTER COURT | WALEN, NC 27687
 919 885-2261 TEL. 919 885-2803 FAX 919 885-2261

BID TAB

For Bids Received: November 21, 2023, 2pm

Job Title: **Dream Park Community Building Improvements**
 City of Greenville Recreation and Parks

HH #: 22-073

General Contractors	Base Bid	Alternate 1	5% Bid Bond	MBE	Addenda Received (3)	Signed
MLB CONSTRUCTION SERVICES License # 56418	\$2,046,900	\$0	Y	A	Y	Y
FARRIOR AND SONS INC CONSTRUCTIONS License # 3934	\$1,780,000	\$0	Y	A	Y	Y
BRAWLEY License # 73240	\$1,952,777	\$0	Y	A	Y	Y

Alternate A Indicate cost increase to provide and install owner-preferred lock cylinder hardware as selected by a single-source manufacturer. The product provided must be a BEST lock cylinder meeting the requirements of the specifications Division 8 "Door Hardware."



I certify that the above is a true and accurate tabulation of the bids received on November 21, 2023, 2pm

Siler Ransmeier, AIA

Name

Vendor Name: Farrior & Sons, Inc.

Vendor Number: 5085

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 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.

Contract # _____

- 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).

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between Farrior & Sons, Inc. (“Contractor”), and The City of Greenville (“City”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
 - 1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).

10. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

Equal Employment Opportunity

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, 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. 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor 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 its 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.
7. In the event of 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 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. Such other sanctions 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.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.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. 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 Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the

equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

Copeland "Anti-Kickback" Act

A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.

Contract Work Hours and Safety Standards Act

A. *Overtime Requirements.* No Contractor 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.

B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor 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 Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 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 Section IV.A. (*Overtime Requirements*), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit 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 Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

Rights to Inventions Made Under a Contract or Agreement

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below.¹ “Government purposes” means use only for the direct purposes

of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it

enters.² This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

Procurement of Recovered Materials

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on

EPA's website.³ Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 2. "Covered Foreign Country" means the People's Republic of China.
 3. "Covered Telecommunications Equipment or Services" means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
 4. "Critical Technology"⁴ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such

Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X.C., applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment that:
 - i. Is not used as a Substantial or Essential Component of any system and
 - ii. Is not used as Critical Technology of any system.
 - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 (d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
 - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

Domestic Preferences for Procurements

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

Solicitation of Minority and Women-Owned Business Enterprises

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Access to Records

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States,

or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c) (1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as

implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.⁵

Other Non-Discrimination Statutes

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Miscellaneous

- A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

By: _____

Name: _____

Title: _____

UNIT:

By: _____

Name: _____

Title: _____

[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned’s 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, or 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 influencing or attempting 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 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.

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.

4. 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 Section 1352, Title 31 of the U.S. Code. 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.

The Contractor, _____, certifies and 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. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

Dream Park Community Building

SOUTH PATIO - FACING CHESTNUT STREET



Interior Floorplan



Elevation Layout Design

SOUTH PATIO - FACING CHESTNUT STREET



Elevation Layout Design

NORTH PATIO - FACING MYRTLE STREET





City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Award of Construction Contract for Guy Smith Stadium Improvements

Explanation: The City of Greenville has partnered with Capitol Broadcasting to bring a Coastal Plain League baseball team to the City of Greenville. The Coastal Plain League is the nation's premier summer collegiate baseball league and is currently comprised of 15 franchises that play in Georgia, North Carolina, South Carolina, and Virginia. Guy Smith Stadium is undergoing renovations in advance of opening night which is scheduled for May 24, 2024.

Several cosmetic and functional updates are being completed inside the existing grandstand and field improvements are also under construction. This contract involves the creation of a gameday plaza with additional bleachers, restrooms, merchandise sales, and concessions. Seating capacity will be increased to 1,509. In addition to these improvements, Recreation and Parks staff are working on an additional overflow parking area at Guy Smith Park.

Baseball games and camps currently scheduled at Guy Smith Stadium will not be interrupted during the construction period. All improvements are scheduled to be completed by May 1, 2024.

Fiscal Note: Project costs are jointly funded by Capitol Broadcasting and the Convention and Visitors Bureau.

Recommendation: Award the contract in the amount of \$710,000.00 to Berry Building Group for Guy Smith Stadium Improvements Phase II.

ATTACHMENTS

- [Contract - Guy Smith Stadium Ph II - Berry Bldg Group](#)
- [Guy Smith Project Visuals.pdf](#)

Vendor Name: Berry Building Group, Inc.

Vendor Number: 11161

Contract # _____



AGREEMENT FOR CONTRACTOR SERVICES

Guy Smith Stadium Improvements Phase II

THIS Agreement is 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”, with a primary address of 200 W. Fifth Street, Greenville, NC 27858, and **Berry Building Group, Inc.**, a corporation organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “Contractor”, whose primary offices are located at 211A Commerce St, Greenville, NC 27858.

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 construct Guy Smith Stadium Improvements Phase 1 *using the Plan Specifications as defined in the Project Manual and Construction Plans provided by Mammoth Design, LLC, dated September 25, 2023 (Manual) and September 22, 2023 (Plans)*, and amendments, if any, said work being hereinafter referred to as the “Work”. The solicitation and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform 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 Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Consultant/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s solicitation 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 *Parks Planner*. If assistance or further information is needed, the Contractor/Consultant shall contact the *Parks Planner, 252-329-4242*. All directions and communications from the City to the Contractor/Consultant shall be through the *Parks Planner* or their designee unless otherwise stated herein.
- II.A.2. The City shall provide available data and information, as applicable to the detailed Work to be performed under this Agreement.
- 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 ten (10) calendar days following execution of this agreement and issuance of the Notice to Proceed. The work will be substantially completed by April 15, 2024 and fully completed by May 1, 2024. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **May 31, 2024**, unless there 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 the agreed scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

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

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/Contract will be eligible for compensation for the services as outlined in the Construction Plans and Project Manual, which is incorporated into this Agreement as Attachment A.

Specifically, Consultant/Contractor will be eligible to receive a not-to-exceed amount of \$710,000.00 (seven hundred and ten thousand dollars and zero cents).

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

IV.B. PAYMENT

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

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

cause the City to withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: ***Recreation and Parks Department, Mark Nottingham, Parks Planner, 2000 Cedar Lane Greenville, NC 27858*** or emailed to ***mnottingham@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 **Recreation and Parks 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. **Workers’ Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

- b. **Commercial General Liability:**

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than thirty (30) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

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

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

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

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

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

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

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

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City, with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include

attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the 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
P.O. Box 7207
Greenville, NC 27835
Attn: Mark Nottingham

Consultant/Contractor:

Berry Building Group, Inc.
211A Commerce St.
Greenville, NC 27858
Attn: John Berry

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. Work shall start no later than ten (10) calendar days following issuance of the Notice to Proceed issued by the City and work shall be substantially complete by April 15, 2024, and fully complete by May 1, 2024.

The Consultant/Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

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

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of 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 (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 **RECORDS 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 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 shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor shall execute and provide to the City a Release of Liens and Waiver of Claims form.

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

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

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

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's 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.

V.G.26 **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.

V.G.27 **LIQUIDATED DAMAGES**

If the Contractor fails to complete the Work within the time specified as stated in V.G.1 of this contract, then the Contractor shall pay liquidated damages to the City in the amount of \$1,000.00 (one thousand dollars) for each calendar day of delay until the work is completed or accepted.

Vendor Name: Berry Building Group, Inc.
Vendor Number: 11161

Contract # _____

[Signature Pages Follow]

Vendor Name: Berry Building Group, Inc.

Vendor Number: 11161

Contract # _____

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

MAYOR

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:** _____
Jacob A. Joyner, Director of Financial Services

ACCOUNT NUMBER:

PROJECT CODE (IF APPLICABLE): GUYSMITHIMP

[Vendor Signature Page Follows]

Vendor Name: Berry Building Group, Inc.

Vendor Number: 11161

Contract # _____

SIGNATURE OF VENDOR

Berry Building Group, Inc.

FULL NAME OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Vendor Name: Berry Building Group, Inc.

Vendor Number: 11161

Contract # _____

Exhibit A: City's Solicitation

**SECTION 000101
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

**GUY SMITH STADIUM PHASE II
2113 MYRTLE AVE.
ARCHITECT'S PROJECT NUMBER: 23-0176.**

**OWNER
CITY OF GREENVILLE RECREATION AND PARKS
2000 CEDAR LN.
GREENVILLE, NC 27858**

**DATE:
PHASE II: 09/25/23**

**PREPARED BY:
MAMMOTH DESIGN LLC
DAVE DEVORE**



CITY CONTACTS
GUY SMITH STADIUM IMPROVEMENTS
GREENVILLE, NORTH CAROLINA

CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF GREENVILLE, NORTH CAROLINA

MAYOR: P. J. CONNELLY

COUNCIL MEMBERS:
ROSE H. GLOVER
WILL BELL
MARION BLACKBURN
MONICA DANIELS
LES ROBINSON
RICK SMILEY

CITY MANAGER: ANN E. WALL

CITY ATTORNEY: EMANUEL D. MCGIRT

CITY CLERK: VALERIE SHIUWEGAR

PROJECT CONTACT: MARK NOTTINGHAM, AICP
MNOTTINGHAM@GREENVILLENC.GOV

END OF SECTION

**SECTION 000102
PROJECT INFORMATION**

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Guy Smith Stadium Phase II, located at:
2113 Myrtle Ave..
Greenville, North Carolina 27834.
- B. The Owner, hereinafter referred to as Owner: City of Greenville Recreation and Parks
- C. Owner's Project Manager: Mark Nottingham.
 - 1. Department: City of Greenville Recreation & Parks Parks Planner.
 - 2. Address: 2000 Cedar Ln..
 - 3. City, State, Zip: Greenville, NC 27858.
 - 4. Phone/Fax: (252) 3294242.
 - 5. E-mail: mnottingham@greenvillenc.gov.

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description:
 - 1. PHASE I (NIC): Renovation of an existing baseball stadium. Changes include: new fencing, relocating warning track along fence lines, new batting cages, field equipment, repair landscaping.
 - 2. PHASE II: New pre-manufactured shipping container modular construction buildings that includes: Restrooms, Concessions, Merchandise, and Commercial Kitchen. New pre-manufactured bleacher system. New concrete slab for circulation and gathering areas.
- B. Contract Terms: Guaranteed maximum price (GMP).

1.04 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect: Mammoth Design LLC
 - 1. Address: 8813 Penrose Ln, Suite 200
 - 2. City, State, Zip: Lenexa, KS 66219
 - 3. Phone/Fax: (785) 400-6136

1.05 PROCUREMENT TIMETABLE

- A. Last Request for Information Due: 7 days prior to due date of qualifications statements.
- B. Last Request for Substitution Due: 7 days prior to due date of bids.
- C. Last Request for Information Due: 7 days prior to due date of bids.
- D. Anticipated Bid Due Date: 10/24/23 by owner, before 2:00 pm local time.
- E. Bid Opening: 10/24/23, 2:00 pm local time.
- F. Desired Phase II Substantial Completion Date: .04/15/24
- G. Final Completion Date for Phase II: 05/01/24
- H. Final Completion date is critical due to requirements of Owner's operations.
- I. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From Owner at the Project Manager's address listed above.
 - 2. All procurement items must be approved by Owner

Division 00 - Procurement and
Contracting Requirements
07-31-2023

Guy Smith Stadium Phase II
2113 Myrtle Ave.
Greenville, North Carolina 27834

PART 2 PRODUCTS (NOT USED)
PART 3 EXECUTION (NOT USED)

END OF SECTION

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**SECTION 000103
PROJECT DIRECTORY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: City of Greenville Recreation and Parks
1. Address Line 1: 2000 Cedar Ln.
 2. City, State Zip: Greenville, NC 27858
 3. Telephone: (252) 329-4242
- B. Primary Contact: All correspondence from the Contractor to the Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Title: Parks Planner.
 2. Name: Mark Nottingham.
 3. Email: mnottingham@greenvillenc.gov.

1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Company Name: Dave Devore.
 - a. Address Line 1: 8813 Penrose Ln, Suite 200
 - b. City: Lenexa.
 - c. State: KS.
 - d. Zip Code: 66219.
 - e. Telephone: (785) 400-6136
 2. Primary Contact:
 - a. Title: Architectural Designer.
 - b. Name: Beau Hewins.
 - c. Email: beau.hewins@mammothbuilt.com.
- B. Civil Engineering Consultant:
1. Company Name: .Mammoth Design LLC
 - a. Address Line 1: 8813 Penrose Ln, Suite 200
 - b. City: Lenexa.
 - c. State: KS.
 - d. Zip Code: 66219.
 - e. Telephone: (785) 400-6136

1.04 TBD:

- A. Company Name: General Contractor
1. Address Line 1: TBD
 2. City: TBD
 3. State: SD
 4. Zip Code: 57104
 5. Telephone: TBD
- B. Primary Contact:
1. Title: Vice President of Construction Operations.
 2. Name: TBD
 3. Email: matt@mammothbuilt.com.

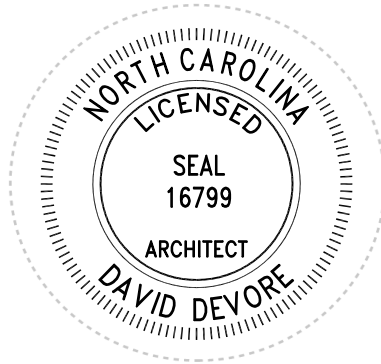
PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 000107
SEALS PAGE**



**ARCHITECT
DAVID DEVORE**



CIVIL ENGINEER
DYLAN MEDLOCK

END OF SECTION

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END OF SECTION

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**SECTION 000120
LIST OF SCHEDULES**

1.01 MILESTONE SCHEDULE OF CONSTRUCTION

- A. Bidders recognize that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and the Bidders' Work during the progress of construction. Bidders acknowledge that Owner or Contractor cannot guarantee Bidders, if selected, will be able to start the Work on any date or continue without interruption once started. Bidders shall include in their Bid all costs associated with this risk.

END OF SECTION

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**SECTION 001113
ADVERTISEMENT TO BID
GUY SMITH STADIUM IMPROVEMENTS**

1.01 ADVERTISEMENT FOR BIDS

- A. The Greenville Recreation and Parks Department (GRPD) will accept bids for the Guy Smith Stadium Improvements project, beginning October 13, 2023. SEALED, SINGLEPRIME BIDS from qualified bidders will be received by the City in the offices of Recreation and Parks, 2000 Cedar Ln. Greenville, NC 27858, at 2:00 pm (Eastern Standard Time) on October 24th, 2023, and publicly opened thereafter at 2:00 pm. Bids shall be marked "SEALED BID", addressed to the attention of Mr. Mark Nottingham, Greenville Recreation and Parks Department, and shall include the Name, Address, and License Number of the bidder, and the type proposal enclosed. The OPTIONAL Pre-Bid Meeting was held October 3rd, 2023 at 10:00 AM.
- B. Each bidder must show evidence that they are licensed under Chapter 87 of the N.C. General Statutes. Performance and payment bonds are required.
- C. General Description of the work:
- D. The work includes all labor, equipment, and materials to complete in every detail of the work indicated on the plans and specifications. Specifically, all work incidental thereto Guy Smith Stadium and Site Improvements including, but not limited to, demolition, earthwork, and construction.

1.02 MBE/WBE PARTICIPATION

- A. The goal for Minority and / or Women Business Enterprise (M/WBE) participation is MBE 10% and WBE 6%. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.

1.03 CONTRACT DOCUMENTS

- A. Copies of the CONTRACT DOCUMENTS may be obtained electronically via the City of Greenville Current Bid Opportunities Webpage. For information, contact Mark Nottingham at 252-329-4242 or mnottingham@greenvillenc.gov.
- B. If applicable, each proposal shall be accompanied by a bid bond executed by a corporate security licensed to do so under North Carolina law, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof, a bidder may offer a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation. Each bidder's deposit, except for the bidder to whom the contract is awarded, shall be returned after the contract awarded. The City shall retain the bid deposit of the bidder to whom the contract is awarded if the bidder fails to execute the contract within ten days after the award.
- C. To whom the contract is awarded, and if required by North Carolina General Statute, a Performance and Payment Bond will be required for one hundred percent (100%) of the contract price.
- D. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days after the bid date.
- E. The City of Greenville reserves the right to reject any or all proposals.

SIGNED:

Mark Nottingham
City of Greenville Recreation and Parks Department
2000 Cedar Lane Greenville, NC 27858

END OF SECTION

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**SECTION 002113
INSTRUCTIONS TO BIDDERS**

1.01 INSTRUCTIONS

- A. Bids will be received for Single Prime Contract. All proposals shall be for lump sum. It is the intent of the City to award this bid to the lowest responsive and responsible bidder.
- B. Bidders are requested to return bids to the City of Greenville Recreation and Parks Department prior to bid opening. Bids will be opened promptly at the time specified in the Invitation to Bid. Bidders are cautioned to be prompt since No Bids Will Be Accepted after the time designated for the bid opening. The precise time will be monitored by the by the person responsible for opening the bids.
- C. All bids submitted must be on the blank proposal forms herein provided and prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern.
- D. Bids shall be enclosed in a sealed envelope, directed to the City of Greenville, Recreation and Parks Department, 2000 Cedar Lane, Greenville, North Carolina 27858, and marked with the bidder's North Carolina Contractor's License number. All bids must be marked Bid on the outside of the envelope.
- E. Each proposal shall contain the full name and address of each bidder. When firms bid, the name of each member shall be signed and the firm name added, and the execution shall be done as more specifically stated herein under the following section.
- F. The omission of prices upon any item for which bids are asked or the tendering of an unbalanced bid will be the cause of the rejection of the bid submitted.
- G. No bid shall be considered or accepted by the City unless at the time of its filing, it is accompanied by a deposit of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid, if applicable. In lieu of making that deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the City of Greenville upon the bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained by the City if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory bonds or deposit as required herein. The bidder to whom the award of contract is made shall either (a) furnish bonds as required by Article 3 of Chapter 44A of the N.C. General Statutes, using the form supplied by the City; or (b) deposit with the City money, certified check or government securities. The bonds or deposit shall be for the full amount of the contract to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44 AINSTRUCTIONS TO BIDDERS
- H. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for general contractor.
- I. NOTE: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure, or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.
- J. Except to the extent allowed by statute, bids shall not be withdrawn, and bids shall remain subject to acceptance by the City for a period of 90 days.
- K. Bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.
- L. The bids will be evaluated, and the contract awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority and / or Women Business Enterprise (M/WBE) requirements supplied with this bid package. These forms must be filled out and returned with the bid proposal. Any bids submitted without these completed forms shall be deemed as "non-responsive". If there are any questions or problems in filling out these

forms, please contact:

1. Tish Williams, MWBE Coordinator (252) 329-4462
- M. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
- N. The contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the City of Greenville.
- O. The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
- P. It shall be the contractor's responsibility to obtain all necessary and required permits and inspections. These permits shall be presented upon demand.
- Q. The Contractor will perform, or have performed, all necessary site layout (both lines and grades) for this construction.
- R. The Contractor must provide the City of Greenville a safety plan of their organization, prior to approval of the contract.
- S. The following standard documents shall be used for their intended purposes unless the Owner consents to use other forms:
1. Standard Form of Agreement Between Owner and Contractor
 2. General Conditions of the Contract for Construction.
- T. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements section of this document.
- U. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having a BEST rating of A or better.
- V. Insurance shall be evidenced by a certificate:
1. Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 2. Certificates should be addressed to:
City of Greenville, North Carolina Attn: Mark Nottingham
2000 Cedar Ln
Greenville, NC 27858

1.02 INSURANCE

- A. The Company agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Agreement:

1.03 WORKERS' COMPENSATION INSURANCE:

- A. Limits:
1. Workers Compensation: Statutory for the State of North Carolina
 - a. Employers Liability:
 - 1) Bodily Injury by Accident \$1,000,000 each accident
 - 2) Bodily Injury by Disease \$1,000,000 policy limit
 - 3) Bodily Injury by Disease \$1,000,000 each employee.
- B. No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

1.04 COMMERCIAL GENERAL LIABILITY:

A. 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. 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.
- C. The City must be added as an Additional Insured to the Commercial General Liability policy.

1.05 COMMERCIAL AUTOMOBILE LIABILITY:

- A. Limits:
 - 1. \$1,000,000 combined single limit.
- B. The City must be added as an Additional Insured on the Commercial Auto Liability policy.
- C. All insurance companies must be admitted to do business in North Carolina and be acceptable to the City. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's Risk Manager for approval before commencing work. Company shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement
- D. 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.
- E. The City's review or acceptance of Certificates of Insurance shall not relieve the Company of any requirement to provide the specific insurance coverages set forth in the Agreement. Nor shall the City'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.

1.06 HOLD HARMLESS AND INDEMNITY AGREEMENT:

- A. To the fullest extent permitted by law, Company shall indemnify and hold harmless the City, its employees, agents, and consultants against any liability arising out of or in connection with any of the operations or obligations of Company, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of Company or anyone directly or indirectly employed by them or anyone for whose acts the Company may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.
- B. Indemnification.
 - 1. To the maximum extent allowed by law, Contractor shall indemnify and save harmless INDEMNITIES FROM AND AGAINST ALL CHARGES THAT ARISE IN ANY MANNER FROM, IN CONNECTION WITH, OR OUT OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO, CHARGES THAT ARISE AS A RESULT OF ACTS OR OMISSIONS OF CONTRACTOR, INDEMNITIES, OR ANY OTHER PERSON, FIRM OR CORPORATION). IN PERFORMING ITS DUTIES UNDER THIS SUBSECTION "A", CONTRACTOR SHALL AT ITS SOLE EXPENSE DEFEND INDEMNITIES WITH LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY OF GREENVILLE ("CITY").
 - 2. Definitions. As used in subsections "a" above and "c" below – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, and expenses (including interest and reasonable attorney's fees assessed as part of any such item); "Contractor" means all parties to this contract other than City; and "Indemnities" means City and its officers, officials, independent contractors, agents, and employees.
 - 3. Limitation of Contractor's Obligation. If this 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 therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless the City, its independent contractors, agents, employees, or indemnities against liability for damages arising out of bodily injury to persons or damage to property proximity caused by or resulting from the negligence, in whole or in part, or the City, its independent contractors, agents, employees, or indemnities.

- C. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
- D. All work under this contract shall be completed within ninety (90) days from the date of the Notice to Proceed.
- E. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- F. IRAN DIVESTMENT ACT: Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
- G. TITLE VI NONDISCRIMINATION NOTIFICATION The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- H. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE The City of Greenville is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.
- I. Any questions regarding the Contract Conditions and Bid Documents should be directed to Mark Nottingham in writing by email to mnottingham@greenvillec.gov.

END OF SECTION

**SECTION 003113
MILESTONE SCHEDULE OF CONSTRUCTION**

**PART 1 GENERAL
PART 3 EXECUTION**

2.01 SCHEDULES

- A. Bidders recognize that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and the Bidders' Work during the progress of construction. Bidders acknowledge that Owner or Contractor cannot guarantee Bidders, if selected, will be able to start the Work on any date or continue without interruption once started. Bidders shall include in their Bid all costs associated with this risk.

END OF SECTION

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(USE THIS FORM ONLY)

SUBMIT PROPOSALS IN CARE OF:
Recreation and Parks Department City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRM NAME: _____

DATE: October 24th, 2023

PROPOSAL: Guy Smith Stadium Improvements

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 200 West Fifth Street, Greenville, NC 27858, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Guy Smith Stadium Improvements**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows.

City of Greenville, NC
Guy Smith Stadium Improvements BID
FORM
Price Breakdown for Individual Base Bid Items Required BASE
BID ITEMS

Item	Description and Price in Words	Price in Figures
1	The construction of all miscellaneous work per the plans and specifications, including but not limited to: General Conditions, Site Preparation, Demolition, Grading, Utilities, Modular Shipping Container Structures and foundations, New Bleacher, New Concrete Pad, Site Furnishings, Fencing, New Electrical Services, New Plumbing Services, Mechanical installation, and Landscaping (and any other Base Bid items not covered below), to construct complete and in place the Guy Smith Stadium Improvements in Greenville, NC for the Lump Sum of _____dollars and _____cents.	\$ _____

ADD ALTERNATE BID ITEMS (None)

Item	Description and Price in Words	Price in Figures
AA (A)	Modular (shipping container) Kitchen, foundations, new gas line, and kitchen equipment, complete and in place, for the Lump Sum of _____dollars and _____cents.	\$ _____
AA (B)	Rooftop mechanical equipment screening for Kitchen, complete and in place, for the Lump Sum of _____dollars and _____cents.	\$ _____
AA (C)	Covers & All - Pergola Cover - Design 2. Tarp Tuff _____dollars and _____cents.	\$ _____
AA (D)	Coverstore – Custom Pergola Grommet Shade Canopy Cover. Item # W102.DSS _____dollars and _____cents.	\$ _____

A. ALLOWANCES: None Included

B. DECLARATION:

C. ADDENDA: Bidder acknowledges receipt of Addenda as follows:

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

- D. SUBCONTRACTORS:** Prior to the execution of a contract, the successful bidder hereby agrees to provide City of Greenville with a list of all other subcontractors (name, address, telephone number, contact person, etc.)
- E. EXTENDED PROPOSAL:** Bidder agrees that this bid shall be valid and may not be withdrawn for a period of forty-five (45) calendar days after the closing time for receiving bids.
- F. CONTRACT TIME:** The Undersigned further agrees to commence said work upon receipt of the Notice to Proceed issued by the City and to complete the same by **May 1st, 2024**, with substantial completion by **April 15th, 2024**.
- G. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION:** The Undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Thousand and No Dollars (\$1,000.00) for each calendar day that the entire Work remains incomplete after thirty (30) calendar days following the date of Substantial Completion issued by the Designer or Owner, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.
- H. FINAL COMPLETION / FINAL ACCEPTANCE:** The Undersigned agrees to complete all the Work within thirty (30) calendar days after the date of Substantial Completion.

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be “added to” the base bid.

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. CONTRACTOR to sign.

MBE / WBE Form(s):

Refer to the Instructions section found on page 3 of the MBE / WBE Forms in the Project Manual.

Bid Bond for City of Greenville:

Refer to the Bid Bond forms found in the Project Manual. *Use these forms, only if required.*

Respectfully submitted this _____ day of _____, 2022.

Signature: _____

Title: _____

Firm: _____

Address: _____

License No. _____ Expiration Date: _____

BID BOND for the City of Greenville

Contract name and number or other description of the Contract:

Name of Bidder:

Name, address, and telephone number of Surety's N. C. Resident Agent:

Telephone number of Surety's home office:

Surety is a corporation organized and existing pursuant to the laws of the State of:

Amount of this bond: check (a) or (b):

____(a) *(write or type the amount in words and figures)* All numbers in this section are in U. S. dollars.

(\$ _____)

____(b) five percent of the amount of the proposal

Bond number:

Date of execution of this bond:

Obligee: CITY OF GREENVILLE, a North Carolina municipal corporation.

* * * * *

KNOW ALL PERSONS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed to act as surety in North Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of the amount stated above, for the payment of which sum, well and truly to be made, the Surety binds itself and its successors and assigns, jointly and severally, by these presents. Whereas the Bidder is herewith submitting a proposal for the Contract referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash deposit pursuant to G.S. 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the contract for which the bond is submitted, and shall, within ten days after the award is made, execute and deliver to the Obligee the contract and give satisfactory surety as required by G.S. 143-129, then this obligation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder fails or refuses to so execute and deliver said contract or give said satisfactory surety, the Surety shall upon demand forthwith pay to the Obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of extensions of time, for the opening of proposals and for the modification, award, execution, and delivery of the contract. IN WITNESS WHEREOF, the Surety has executed this instrument under its seal as of the date of execution indicated above, pursuant to authority of its governing body.

(name of Surety)

(signature of Surety's attorney in fact)
(Affix Surety's corporate seal)

(Instructions to Surety: If you use a raised corporate seal, press hard enough to make it legible.)

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF BID BOND

State of _____ County of _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for

_____, the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

PERFORMANCE BOND AND PAYMENT BOND *(Use this form only if required)*

Date of Contract: _____

Contract Name and Number: _____

Name of Principal (Name of Contractor): _____

The Principal is organized and existing under the laws of the following State:

Name of Surety: _____

Name, address, and telephone number of Surety's N. C. Resident Agent:

Amount of Performance Bond (in words and figures):

(\$) _____

_____ **dollars**

Bond number: _____

Date of Execution of these Bonds: _____

Contracting Body: **CITY OF GREENVILLE, a North Carolina municipal corporation.**
Amount of Payment Bond: **same dollar amount as the dollar amount of the Performance Bond.**

KNOW ALL PERSONS BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications. The undertakings, covenants, terms, conditions, and agreements of said contract shall include, without limitation, the Principal's obligations, if any, with respect to damages for delay, to indemnify, and to provide warranties.

KNOW ALL PERSONS BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications.

The Performance Bond and the Payment Bond are being combined here only for purposes of convenience in signing and acknowledging, and the obligations of the Principal and of the Surety are the same as if the bonds were on separate documents. Each bond is in the dollar amount stated above, and the amounts of these bonds are not combined. The Surety agrees that both of these bonds are fully binding on it whether or not the Principal executes these bonds. These bonds are given pursuant to Article 3 of Chapter 44A of the N. C. General Statutes.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument (for both the Performance Bond and the Payment Bond) under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(name of Principal)

[Execution by Principal when the Principal is a corporation]

By: _____
Title of officer: _____

(Affix Principal's corporate seal.)

[Execution by Principal when the Principal is a limited liability company]

By: _____
Manager of Principal

[Surety's execution]

(name of Surety)

(signature of attorney in fact)
(Affix Surety's corporate seal.)

*(Instructions to Surety and Principal: **If you use a raised corporate seal, press hard enough to make it legible.**)*

ACKNOWLEDGMENT OF CONTRACTOR'S EXECUTION OF CONTRACT AND PERFORMANCE
BOND AND PAYMENT BOND

[Acknowledgment when the Contractor (the Principal) is a corporation]

State of _____ County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of _____, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract with the City of Greenville and Performance Bond and Payment Bond with respect to the contract and the corporate seal was affixed to said instrument(s). This the ____ day of _____, 20____.

My commission expires: _____
Notary Public

[Acknowledgment when the Contractor (the Principal) is a limited liability company]

State of _____ County of _____

I, _____, a notary public for said county and state, certify that _____ (1) appeared before me this day, (2) stated that he or she is a manager of _____, a limited liability company, (3) acknowledged that the foregoing contract with the City of Greenville and the Performance Bond and Payment Bond with respect to the contract carry on the company's business in the usual way, and (4) acknowledged the due execution of the contract and the Performance Bond and Payment Bond on behalf of the company.

This the _____ day of _____, 20____.

My commission expires: _____
Notary Public

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

State of _____ County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before me this day
and stated that he or she is Attorney in Fact for
_____.

the Surety named in the foregoing Performance Bond and Payment Bond, in both of which bonds the contracting body is the City of Greenville, and that he or she executed said bonds, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____

My commission expires: _____

Notary Public

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

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

These instructions shall be included with each bid solicitation.

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

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

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

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

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

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

Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit A (if subcontracting)
- OR
- Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale, and cost)

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

- Affidavit C (if aspirational goals are met or are exceeded)
- OR
- Affidavit D (if aspirational goals are not met)
- After award of contract and prior to issuance of notice to proceed: Letter(s) of Intent or Executed Contracts

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

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

Minimum Compliance Requirements:

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

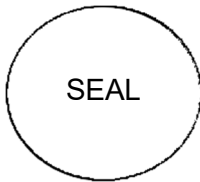
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d)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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.
(Name of Project)

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

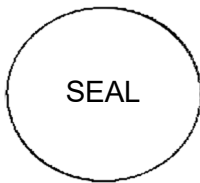
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville - AFFIDAVIT C –

Portion of the Work to be Performed by MWBE Firms

County of _____

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

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

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

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

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

Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

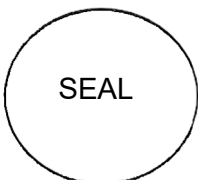
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

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

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

Affidavit of _____ I do hereby certify
(Name of Bidder)

that on the _____
(Project Name)

Project ID# _____ Amount of Bid \$ _____

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

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

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

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

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

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____ 20

Notary Public _____

My commission expires _____

LETTER OF INTENT

MWBE Subcontractor Performance

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

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

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

____ Minority Business Enterprise ____ Women Business Enterprise

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

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

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

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

Email Address: _____

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

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? _____ Yes _____ No

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

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

Date: _____

Certified By: _____

Name

Title

Signature

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**SECTION 007200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT ARE AS FOLLOWS.

- A. . AIA Document A232, General Conditions of the Contract for Construction, is the General Conditions of the Contract for Construction, Construction Manager as Adviser 2019 Edition
- B. The General Conditions applicable to this contract is attached following this page.

1.02 RELATED REQUIREMENTS

- A. SECTION 00 7300 - Supplementary Conditions.

1.03 SUPPLEMENTARY CONDITIONS

- A. Refer to document 00 7300 - Supplementary Conditions for amendments to these general conditions.

RELATED REQUIREMENTS

3.01 SECTION 007300 - SUPPLEMENTARY CONDITIONS.

END OF SECTION

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**SECTION 007300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.
- C. All work required by these Specific Project Requirements shall be included in the Subcontract Documents. In case of conflicts between the Specific Project Requirements and other Subcontract Documents, the more stringent requirements shall govern as determined and directed by the Contractor.
- D. Subcontractor will be required to attend preconstruction meetings, progress meetings and other meetings to review the Project. Items to be discussed during the progress meetings shall include, but are not limited to, schedule, safety, coordination issues, quality, security, RFI's, changes to the work etc as set forth below.

1.02 WORK HOURS

- A. Normal working hours on the project are Monday through Friday, 7:00 a.m. to 5:00 p.m. Contractor has the right to amend work hours as required or necessary to maintain project schedule or as seasonal and/or site work conditions warrant.

1.03 ELECTRONIC PROJECT CORRESPONDENCE AND COMMUNICATION

- A. Project communications and correspondence will occur electronically. This will include all project correspondence, meeting minutes, change documents, schedules, payment applications, submittals, etc.
- B. Subcontractors will be required to have internet access and to maintain an email address (of sufficient file size to receive drawings and .pdf files) for the purpose of managing communication and documents during the construction stage.
- C. A Project Web site administered by the Contractor will be used for purposes of managing communication and documents during the construction stage.
- D. Subcontractors will be required to utilize field online collaboration software to input, respond and/or update information as required for jobsite observations and issue tracking and resolution such as safety audits, quality documentation, punch lists and coordination of Cx activities. Use of this software may require administration through field tablet or mobile devices provided by the Subcontractor for associated activities.

1.04 BUILDING INFORMATION AND OTHER ELECTRONIC DATA

- A. The Architect and Contractor may utilize and provide the Subcontractor Building Information Modeling or other electronic data ("Electronic Data") for use in the Subcontractor's work during the course of the Project.
- B. The Electronic Data will be provided for informational purposes only. Subcontractor cannot not use or attempt to use the Electronic Data for any other project or purpose other than in connection with this Project.
- C. The Electronic Data shall not replace or supersede the record hard copy set of the drawings and other Subcontract Documents ("Paper Documents"). In the event of a conflict between the Paper Documents and the Electronic Data, the Paper Documents shall govern.
- D. Prior to receiving any Electronic Data, Subcontract will be required to complete and execute the Electronic Data Release included as Attachment A to this section or the Release required by the Architect if obtaining Electronic Data directly from the Architect or other design professional.

- E. See the attached 3D BIM Models Coordination Program included as Attachment B to this section.
- F. Subcontractor shall pay any fees for electronic files as defined in other Sections.

1.05 SUBMITTALS

- A. Refer to Division 01, Section "Submittal Procedure" for Specific Contract Requirements Regarding Submittals.
- B. Subcontractors are to submit all Shop Drawings, Product Data and Samples ("Submittals") to the Contractor bearing the Subcontractor's stamp indicating conformance to the Subcontract Documents and shall be signed by Subcontractor's representative.
- C. Subcontractor is to submit the following to the Contractor:
 - 1. Shop Drawings - in PDF format via electronic files.
 - 2. Product Data - in PDF format via electronic files.
 - 3. Samples - 3 each of each differing type.
- D. Coordination Drawings - in PDF format via electronic files.
 - 1. Contractor will return to the subcontractor:
 - 2. Shop Drawings - in PDF format via electronic files.
 - 3. Product Data - in PDF format via electronic files.
 - 4. Samples - 1 each of each differing type.
- E. Subcontractor is required to forward Submittals to Contractor in a timely fashion for Contractor and Architect's review so as to maintain the Project Schedule. If a Submittal requires expediting to maintain the Project Schedule, a return date needs to be so noted on the transmittal.
- F. Subcontractor is to forward all Submittals and Shop Drawings in electronic format – hard copies will not be accepted. Samples are to be clearly marked indicating appropriate information. All Submittals forwarded to Contractor are to be accompanied by a transmittal form/letter indicating quantity and description of information provided.

1.06 RECORD DOCUMENTS

- A. Refer to Division 01, Section "Submittal Procedures" for Specific Contract Requirements regarding Submittals.
- B. The Subcontractor is required to maintain at the Project site for the Contractor's and Owner's review current versions of the following:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders
 - 5. Other Change Directives
 - 6. Approved Shop Drawings, Product Data and Samples
 - 7. Field Test Reports
 - 8. Meeting Notes
- C. Subcontractors will provide electronic redline drawings, specifications, submittals, etc. with "As-Built" information and return to the Contractor via CD or in PDF format via electronic files when the Subcontractor is substantially complete with its work.

1.07 PAYMENT PROCEDURES

- A. Refer to Division 01, Section "Payment Procedures" for specific contract requirements regarding Payment Procedures.
- B. Schedule of Values
- C. The Subcontractor will submit to the Contractor a Schedule of Values that includes all major categories of its work. Dollar amounts are to include all labor, material, overhead and profit applicable to each item in the breakdown. Submit an electronic project Schedule of Values on an AIA Form G703 - Application and Certificate of Payment Continuation Sheet.

- D. Submit an electronic Schedule of Values within seven (7) calendar days] after the date established in Notice of Award. The Schedule of Values shall list the installed value of the component parts of the work, broken down in sufficient detail to serve as a basis for computing values for progress payments during construction. The Schedule of Values should be broken down by area, building, floor, etc. in sufficient detail to evaluate progress payments. No payments will be processed prior to receipt of an approved Schedule of Values.
- E. Add approved Change Orders to the electronic Schedule of Values for submission with each Application for Payment. List Change Orders in numerical sequence with a brief description of the change, with a reference to Contractor's Change Order No.
- F. No progress payments will be made until the electronic Schedule of Values has been received, reviewed and approved by the Contractor and Owner. The costs assigned to the breakdown are to total the Subcontract Sum. The approved Schedule of Values is to be used by the Subcontractor on all Applications for Payment.
- G. Application for Progress Payments
 - 1. At a time consistent with the requirements of this section and the Subcontract Documents, and for each calendar month during the progress of the Work, the Subcontractor shall submit a properly notarized itemized Application for Payment prepared in a manner consistent with the Schedule of Values.
 - 2. The amount shown on the Application for Payment shall be established by adding the
 - 3. value of work completed through the last day of the application period based upon the Subcontractor's estimate of labor and materials to be incorporated in the Work by that date, and the value of the material/equipment suitably stored in accordance with the Subcontract Documents, less the aggregate of previous payments, and less the retainage as specified in the Subcontract.
- H. The form of application for payment shall be the AIA Document G702, "Application and Certificate for Payment", supported by AIA Document G703, "Continuation Sheet".
- I. Application Form. To sufficiently complete this form, the Subcontractor shall:
 - 1. Fill in all required information, including that for change orders executed prior to the date of submittal application.
 - 2. Fill in the summary of dollar values to agree with the respective totals indicated on the continuation sheet.
 - 3. Execute certificate with the signature of a responsible officer of the contractor's firm.
- J. Continuation Sheets. To sufficiently complete this form, the Subcontractor shall:
 - 1. Fill in total list of all scheduled component items of work, with each number and the scheduled dollar value of each item.
 - 2. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified in the Schedule of Values.
 - 3. List each change order executed prior to the date of submission, at the end of the continuation sheets. List by change order number, proceed order no., description, and breakdown of costs as for an original component item of work.
- K. Substantiating Data for Progress Payments
 - 1. Substantiating data is required to verify a payment request. Subcontractors are to include a cover letter identifying the:
 - a. Project.
 - 1) Application number and date.
 - 2) Detailed list of enclosures.
 - 3) In order to bill for stored materials, Subcontract is required to provide certain documentation and adhere to specific procedures as follows:
 - (a) [if !vml][endif]Subcontractor shall mark and identify the subject materials and/or equipment and shall segregate from and shall not commingle such goods with other goods held by the Subcontractor.

- (b) [if !vml][endif]Subcontractor shall submit evidence of insurance coverage on the material and/or equipment while stored at its warehouse or other approved facilities, naming Contractor and the Owner as Additional Insureds.
 - (c) [if !vml][endif]Subcontractor shall complete and submit a Bill of Sale form endorsed by a corporate officer or owner. The validity of the Bill of Sale is subject to Subcontractor's receipt of payment as referred to therein. A copy of the Bill of Sale is included in Section 00 62 00.
 - (d) [if !vml][endif]Subcontractor shall complete and submit a Non-negotiable Bailment Receipt. A copy of the approved Non-negotiable Bailment Receipt is included in Section 00 62 00.
- 2. Submit one copy of the data cover letter for each of the applications.
 - 3. Applications for Payment shall be accompanied by cost breakdowns from the sub-subcontractors, the previous billing month's waivers from the sub-subcontractors and Material Suppliers, as applicable.
 - 4. When the Contractor finds the application properly completed and correct, it will transmit two (2) Certificates for Payment to the Architect to be certified for payment.
 - 5. Payment Application Documents:
 - a. Cover Letter
 - b. G702 and G703
 - c. Subcontractor And Supplier Partial waiver And Affidavit
 - d. Non-negotiable Bailment Receipt (if stored material is being billed)
 - e. Bill of Sale (if stored material is being billed)
 - f. Evidence of Insurance covering the stored material
- L. Application for Final Payment
- 1. Submit final Application for Payment following the procedures specified above for progress payments as set forth in the Subcontract Documents.
 - 2. Before submitting a final Application for Payment, the Subcontractor will be required to forward to the Contractor for submittal to the Architect, the written warranties and guarantees, Record and Information Manuals, and other documents required by the Contract (or Subcontract) Documents, and placed properly in approved storage at the site the extra stock and spare parts specified. Subcontractor will obtain the signature of the Contractor verifying receipt of the extra stock and spare parts.
 - 3. Properly executed "Subcontractor And Supplier Final Waiver And Affidavit" shall be submitted to the Contractor in duplicate prior to final payment.

1.08 CHANGES AND/OR CLARIFICATIONS

- A. Request for Information (RFI)
- 1. If during the construction of the Project, clarification of the documents is required, it shall be brought to the attention of the Contractor. (Refer to Division 01, Section "Project Management and Coordination" for specific Contract requirements regarding RFI's.)
 - 2. The Contractor will either provide clarification or forward a Request for Information (RFI) to the Architect. These RFI's shall be dated and sequentially numbered. The Architect shall provide its written response to the RFI and return to the Contractor for distribution to all affected subcontractors or suppliers.
 - 3. If the RFI requires additional compensation, a response to an RFI is not an authorization to proceed with work. If additional compensation is required, the Subcontractor shall immediately advise the Contractor who will review the item with the Architect and Owner to determine if a Proposal Request will be issued.
- B. Proposal Request (PR)
- 1. Should the Owner contemplate making a change in the work, the Architect will issue a Proposal Request (PR) to the Contractor. (Refer to Division 01, Section "Contract Modification Procedures" for specific Contract requirements regarding Proposal Requests.)

2. All PR's will be reviewed and forwarded to the affected Subcontractors and Suppliers for review. Each Subcontractor will determine if the PR affects its Scope of Work. If the described change impacts cost and/or time, the Subcontractor or Supplier shall immediately prepare a proposal for submission to the Contractor. The Subcontractor's proposal shall be broken down completely so as to identify all quantities and associated unit costs (both adds and deducts). The Contractor will review the pricing with the Owner and Architect to determine if a change order will be issued. Subcontractors are not to proceed with additional work until written authorization has been received.
- C. Change Orders (CO)
1. If the Owner determines that a Proposal Request will be accepted, the Architect will prepare a Change Order (CO) which will be dated and numbered sequentially. (Refer to Division 01, Section "Contract Modification Procedures" for specific Contract requirements regarding Change Orders.)
 2. The Change Order will describe the change or changes, will refer to the Proposal Request and proposal number, and will be signed by the Owner, the Architect and the Contractor.
- D. Construction Change Directives (CCD)
1. Refer to Division 01, Section "Contract Modification Procedures" and other Subcontract Documents for specific Contract requirements regarding Construction Change Directives (CCD). Construction Change Directive instructs the Contractor to proceed with a change in the work prior to concluding Contract adjustment negotiations.
- E. Submission Of Proposals For Change Order - Follow other Contract Document requirements if more stringent than the requirements listed in this section.
1. Labor Rate Breakdown:
 - a. Base Rate Calculation: All Subcontractors will be required to substantiate all labor rates (for all skill levels and tradesmen) as actual cost plus allowable overhead and profit, prior to submitting change order pricing. Breakdowns shall include: base labor rate, fringes, union dues, payroll taxes and insurance. Any item not falling into one of these categories will be considered overhead and shall be included in the fee limits listed below.
 - b. Premium on Overtime Rate Calculation: In the event overtime work is requested by the Contractor (not required by the Contract Documents or due to the fault of the Subcontractor), the premium on the overtime rate will be required to be substantiated as actual cost plus allowable overhead and profit. Breakdowns shall include: half of base labor rate, only the overtime premium portion of any applicable union fringes, and payroll taxes and insurance (excluding workers compensation insurance which is not paid on the premium portion of overtime). Any item not falling into one of these categories will be considered overhead and shall be included in the fee limits listed below.
- F. Method of Proposal:
1. Comply with the requirements of this section and all other contract requirements.
 2. Include a direct reference to the change document in the proposal description. If the request is not linked to a change document, a full and thorough description of the work and the reason for the change order request is required. Change requests not in this format will not be reviewed.
 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 4. Indicate applicable taxes, delivery charges, equipment rental (rates and hours), and amounts of trade discounts.
 5. Include costs of labor and supervision (as allowed by contract provisions) directly attributable to the change. Provide crew information including, labor rate for each skill level and trade, number of man-hours including estimating program back-up substantiating those hours.
 6. Provide proposal detail and estimate which defines the type or area of work (i.e. Concrete: concrete walls, grade beams, piers, sidewalks, etc., Drywall: metal studs, rock, finishing,

- etc.).
7. Include substantiating back-up from second tier Subcontractors and Material Suppliers equal to the requirements of the Subcontractor proposal as described in this section.
 8. Include all fee itemized separate from the detail described herein and in the limits described in this section
 9. Include an updated Subcontractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 10. Review and approval of a Subcontractors proposal for change order does not alleviate Subcontractors responsibility to provide accurate estimating, i.e. acceptance of pricing does not constitute acceptance of quantities, unit prices, man- hours, etc.
- G. Fee Limits:
1. Fee includes all general requirements, all supervision (including project management and general on site supervision), overhead and profit.
 2. The following fee percentages shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work:
 - a. To sub for work performed by own forces: not to exceed 10%
 - b. To sub for work performed by other than own forces: not to exceed 5%
 - c. To second tier subcontractor/material supplier for work performed by subcontractor's own forces: not to exceed 10%
 - d. To second tier subcontractor/material supplier for work performed by other than subcontractor's own forces: not to exceed 5%
 3. than subcontractor's own forces: not to exceed 5%
- H. Pricing Validation:
1. If the Work associated with a Subcontractor requested change order is performed, and in the opinion of the Owner, Architect, or Contractor, the Work does not adequately reflect the breakdown provided during pricing of the change, the Subcontractor may be asked and shall be required to substantiate man-hours, equipment, quantity, etc, to validate the change order pricing.

1.09 PROJECT MEETINGS

- A. Pre-Phase Meeting
1. General Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
 - a. The conference will be conducted to review responsibilities and personnel assignments.
 - b. Authorized representatives of Owner, Contractor, Architect, and their consultants; Subcontractor(s) and their superintendent; major sub-subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - c. Contractor will discuss items of significance such as administrative items, procedural issues, site usage and requirements, schedule, jobsite rules and regulations, etc.
 2. Progress Meetings
 - a. Progress Meetings, chaired by the Contractor, will be held regularly, on a weekly or bi-weekly basis as required to support the schedule. Attendance by the Subcontractor's onsite superintendent will be mandatory; however, an authorized representative of the Subcontractor, who can make decisions on the Subcontractors' behalf, must be present. At the direction of the Contractor, key Suppliers, sub-subcontractors and supervisors will be required to participate in the coordination and discussions and give summary reports of their activities.
 - b. The progress meeting gives the Subcontractor the opportunity to discuss with the Contractor any problems or potential problems arising out of the Project. Each Subcontractor shall attend progress meetings as requested by the Contractor and shall come to the meeting prepared to discuss its work status and how it relates to the project schedule.

- c. The project schedule will be updated by the Contractor as indicated in the Project Manual and presented at the progress meetings. Each Subcontractor will be expected to discuss, as a minimum, the status of shop drawings, material and equipment delivery, job progress and quality control.
 - d. Refer to Division 01, Section "Project Management and Coordination" for additional contract requirements regarding meetings.
- B. Pre-Installation Conference
1. Contractor will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
 2. Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. All Contractors (including field superintendents and/or foremen) performing or directly affected by a particular scope of work will be required to attend.
 3. Contractor will prepare the meeting agenda. Items for discussion will include review progress of other construction activities and preparations for the particular activity under consideration.
- C. Coordination Meetings
1. Contractor may conduct additional Project coordination meetings as needed to resolve issues or coordinate upcoming work. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
- D. MEP Overhead Coordination Meetings
1. Contractor shall host MEP overhead coordination meetings as required by this Section. While the MEP Subcontractor(s) shall have primary responsibility, all Subcontractors whose work impacts or is impacted by the MEP work will be required to attend applicable meetings
 2. Subcontractors shall comply with the coordination program identified in Attachment B to this Section.

1.10 PROGRESS SCHEDULE

- A. Contractor will prepare a critical path schedule for construction including actual construction activities, submittals for major components, procurement of materials and equipment, and testing of major building systems and periodically update the progress schedule throughout the Project. (Refer to Division 01, Section "Project Management and Coordination" for specific contract requirements regarding scheduling.)
- B. Each Subcontractor is to submit within seven (7) calendar days after receiving its Notice to Proceed and prior to the preconstruction meeting, a schedule indicating durations for submittals, fabrication, delivery and installation of the components for its Scope of Work. This information will be utilized in the completion of the progress schedule presented at the progress meeting.
- C. As changes occur in the schedule information provided by the Subcontractors, the Subcontractor is responsible for forwarding the information to the Contractor immediately. The Contractor will utilize this information in issuing updates to the progress schedule.
- D. The Subcontractor it will substantially complete the work in accordance with the schedule developed by the Contractor. A construction milestone schedule has been included in Section 00 31 00. A detailed project schedule is available at Contractor's office and is available for review by all Subcontractors.
- E. The Subcontract hereby agrees to commence work under the Contract within seven (7) days after the date of a Notice to Proceed, unless otherwise stipulated in that notice.
- F. Substantial Completion of the work: The Subcontractor will have the work ready for either the following subcontractor's work or the final inspection and Owner's acceptance within the time limit stated in the Schedule and as defined in the scopes of work (reference Section 00 24 00).

1.11 GENERAL REQUIREMENTS FOR WORKMANSHIP

- A. Manufacturer's requirements shall be strictly followed for storage, preparation, installation, cleaning, protecting and testing of all products and materials except where specific requirements included in appropriate Sections in exceed those requirements Where conflicts between manufacturer's requirements and Subcontract Documents occur, Subcontractor shall notify Contractor and request resolution prior to proceeding.
- B. The Subcontractor is required to inspect jobsite, coordinate with other trades and field verify dimensions where applicable prior to fabricating product or material.
- C. Manufacturer's requirements and industry standards are to be followed in regards to the effect of temperature, moisture and humidity on products and materials.
- D. Materials and equipment are to be installed plumb, level and true, with uniform joints and edge conditions, tight seams and neatly fitting adjoining materials, unless specifically shown otherwise.
- E. Materials and equipment are to be installed as dimensioned on the drawings. If dimensions or height are not dimensioned on the drawings, Subcontractor is to issue a RFI to the Contractor requesting location of item in question.
- F. Cleaning of materials and equipment shall be completed in a manner as not to damage the finish.
- G. Equipment and material shall be protected by Subcontractor following installation with labels intact until final cleaning.

1.12 GENERAL REQUIREMENTS FOR PRODUCTS AND MATERIALS

- A. [if !vml][endif]Refer to Division 01, Section " _____ " for specific Contract requirements regarding product selection.
- B. Refer to Division 01, Section "Substitution Procedures" for specific Contract requirements regarding substitutions.

1.13 QUALITY CONTROL AND INSPECTIONS

- A. Refer to Division 01, Section "Testing & Inspection Services" for specific Contract requirements regarding testing and inspections.
- B. The Subcontractor shall advise the Contractor's on-site field superintendent of all scheduled tests two (2) working days in advance.
- C. The Subcontractor's quality control representative will review his drawings, procurement documents and contracts to ensure that the technical information provided and all work performed is in accordance with the latest revision of the Subcontract Documents. These documents shall be updated to reflect all changes made through Addenda, Change Orders and Requests for Information.
- D. The Subcontractor's quality control representative will perform an inspection upon receipt at the site, of all materials, equipment and supplies. Items which are damaged or not in conformance with the respective Submittals, quality standards, Subcontract Documents, contract drawings and Specifications, will be identified and segregated from accepted items. Items thus identified will not be incorporated into the Work until corrective action, acceptable to the Contractor and Architect is completed.
- E. The Subcontractor is responsible for the quality of the work performed by his work force and its sub-subcontractors, as well as the quality of the material, equipment and supplies furnished by the Subcontractor to be incorporated into the work. The Subcontractor will designate a quality control representative who will be on site at all times when work is in progress.

1.14 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Personnel and Materials Hoisting
 - 1. Crane: The Contractor will not provide a crane for materials hoisting
 - 2. Vertical material and personnel management: The Contractor will not provide a Personnel lift or scaffold stair.

3. Horizontal material management: The contractor will not provide a forklift for subcontractors. Subcontractors are responsible for personnel equipment needs.
 4. Scaffolding: The Subcontractor shall provide all scaffolding (unless noted otherwise) required to complete its work.
 5. Lifts: The Subcontractor shall provide all lifts and other necessary equipment (unless noted otherwise) required to complete its work.
 6. Temporary Stairs: Until permanent stairs are available, each subcontractor will provide access on multi-floor projects.
- B. Disposal and Trash Removal
1. All Subcontractors shall comply with the requirements of Attachment D, "Construction Waste Management and Disposal."
 2. The Contractor will provide dumpsters for Subcontractors use. Dumpsters may be Subcontractor will clean up and remove to designated points at the site, daily and as
 3. Subcontractor will clean up and remove to designated points at the site, daily and as directed by the Contractor, all rubbish and debris resulting from the Subcontractor's work and shall clean up its work to the satisfaction of the Contractor.
 4. Subcontractor shall maintain one (1) laborer for clean-up purposes for every ten (10)
 5. In the event the Subcontractor fails to clean up in accordance with the directions, the Contractor, after twenty-four (24) hours written notice to the Subcontractor, reserves the right to arrange otherwise for the clean up to be done and charge the Subcontractor the cost.
 6. Subcontractors shall ensure that all boxes, cartons, etc. are crushed to the minimum volume prior to placing in the trash containers or trash collection areas.
 7. No paint cloths will be allowed in trash containers.
 8. The disposal of any material, waste, effluents, trash, garbage or oil, grease, chemicals, etc. resulting from either demolition or new work, shall be disposed of in accordance with all applicable laws and shall be subject to the approval of the Contractor.
 9. Contractor will coordinate progress cleaning for joint-use areas where more than one installer has worked.
 10. An area will be designated for lunch and breaks. All food or drink, other than water, consumed on site must be in this pre-approved area and all waste disposed of in trash receptacles furnished by the Contractor. All food and drink, other than water, is prohibited in any other work area.
- C. Temporary Toilets
1. Temporary toilet facilities shall be furnished, and maintained as required by Contractor. The toilets shall be in sufficient number and at various locations to accommodate the workforce. The use of these toilet facilities by all members of the workforce is mandatory.
- D. Temporary Water
1. Owner will pay all water utility bills on the project.
 2. The Plumbing Subcontractor will provide and maintain temporary potable water for the other Subcontractors' use throughout the building and at the jobsite as determined by Contractor.
 3. Subcontractor requiring additional temporary water service will be responsible to make arrangements for this work through the Plumbing Subcontractor and be subject to the approval of Contractor. Associated cost of additional water service will be paid by the Subcontractor requesting the service.
 4. It will be the responsibility of the Subcontractor utilizing temporary water to protect the Project against water damage. When using water, Subcontractor is required to use new materials and replace worn or broken parts. Hoses, fittings, etc. that are leaking shall be removed. Subcontractor will be responsible for the cost of damages arising from violation of this policy.
 5. Temporary water service shall be drained down and reactivated as required by the Plumbing Subcontractor to prevent freezing.
 6. No bulk water will be provided.

E. Temporary HVAC

1. Temporary HVAC work includes, but is not limited to, caps for ductwork, temporary filters and filter media, necessary equipment warranty extensions, interim controls, fire watch, temporary stand alone smoke detectors for fan shut-down, ventilation and humidity control, monitoring of temperature and humidity, manual control of dampers (if required) and final clean-up of mechanical systems upon completion of construction work.
2. Ventilation and humidity control includes, but is not limited to, temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. Relative humidity shall be controlled as required to reduce substrate moisture levels to level required to allow installation or application of finishes.
3. Heat required for specific work-oriented situations is to be provided by each subcontractor for its needs (i.e. masonry, EFIS, etc). General heating for creature comfort will not be provided by the Contractor.
4. Reference project specific temporary HVAC plan for the timeline of temporary conditioning inside the building.
5. Project Specific Temporary HVAC plan
 - a. Mechanical subcontractor will not need to provide temporary heat and cooling (including ventilation and humidity control) during construction.
 - b. New and/or existing systems: The Owner will allow the use of new or existing heat/cooling for temporary heating and cooling.
 - c. Rental equipment for temporary conditioning:
 - 1) If the Owner will not allow use of the existing or new systems for temporary heating and cooling (as previously defined) the contractor will provide temporary (including all equipment, fuel, and fire watch as required) to maintain both temperature and humidity. Any specific requirements for Subcontractors will be defined in the scope of work in section 00 24 13.
 - 2) If permanent HVAC systems are not available when required as defined in this section (due to Subcontractor not maintaining the Milestone Schedule), Mechanical Subcontractor shall provide temporary units (including all equipment, fuel, and fire watch as required) to maintain both temperature and humidity. Fire watch will be required for any temporary heating equipment. If temporary units are utilized, Mechanical Contractor shall coordinate and include electrical costs associated with powering units. Coordinate type of temporary heating and cooling with the temporary electrical service or other utility capacities available at the time temporary heating and cooling is required. Verify electrical capacities with Electrical Contractor prior to selecting and installing heating and cooling system.
 - d. Utility Charges for permanent equipment: Owner will pay for utility charges incurred as a result of operating permanent equipment for temporary HVAC.
 - e. Utility Charges for rental equipment: Subcontractor will pay for utility charges incurred as a result of operating rental equipment for temporary HVAC. Fuel charges will be the responsibility of the subcontractor providing the equipment.
 - f. Monitoring: During temporary conditioning site conditions shall be monitored. The Contractor will provide data loggers to perform this function. A sling-psychrometer may also be used as they are recognized by the HVAC industry to provide accurate readings.
 - g. Humidity control: A heating load may be required to control relative humidity during summer conditions. In humid climates it may be necessary to provide additional moisture removal using dehumidification systems.
 - h. Mechanical Subcontractor shall coordinate electrical requirements for temporary HVAC with the Electrical Subcontractor and other affected Subcontractors
 - i. Reference Section 15.11 regarding safety issues during temporary conditioning/temporary heat.
 - j. Use of permanent systems

- 1) Subcontractors shall include necessary warranty extensions for all equipment utilized during temporary HVAC.
 - 2) Equipment safeties: Mechanical subcontractor shall provide stand alone fire alarm devices for AHU shut down as required for temporary heating and cooling. Coordinate any other fire alarm requirements with the Electrical Subcontractor. Other safeties may be required if circumstances dictate, such as: a high static safety on the leaving side of the fan ahead of first fire smoke damper to protect the duct work, a low pressure static safety on return duct applications with a return fan, freeze protection along with control sequences to protect water coils. The leaving air temperature must be below dew point (approximately fifty-five (55) degrees fahrenheit) to provide adequate moisture removal. Discharge air temperature must remain constant due to the use of 100% outside air.
 6. Reference Attachment C, "Construction Indoor Air Quality" for cleanup guidelines, ductwork cleanliness, and temporary heating and cooling guidelines for maintaining proper indoor air quality.
 7. Reference Attachment E, "Special Project Procedures for Healthcare Facilities" for infection control requirements for HVAC systems.
- F. Temporary Electrical (Power, lighting, fire alarm)
1. Owner will pay usage costs for electrical power.
 2. Electrical Subcontractor will furnish, install, relocate, maintain and remove all necessary temporary wiring, lighting fixtures, protective devices, distribution panels, and transformers, etc. required for construction purposes conforming to rules and regulations of OSHA as well as other agencies having local jurisdiction. Work includes electrical power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Electrical Subcontractor shall coordinate temporary power requirements for trailers, equipment, and other special needs as required to execute the work. Reference paragraph 14.1 of this section for specific equipment. Each Subcontractor shall coordinate any further special temporary electrical requirements with Electrical Subcontractor.
 3. Electrical Subcontractor shall make all necessary arrangements with the utility company to provide temporary service. All electrical connections must meet local code requirements.
 4. All Subcontractors will be responsible for their power extension cords from the temporary panels to their work areas. These cords shall be three wire (including ground wire) of sufficient capacity for service intended and fully approved by all governing bodies.
 5. Each Subcontractor shall coordinate and pay for any further special temporary electrical requirements with the electrical subcontractor. Approval shall be provided by the Contractor.
 6. Electrical Subcontractor shall provide temporary lighting with local switching that provides requirements with the electrical subcontractor. Approval shall be provided by the Contractor.
 7. Electrical Subcontractor shall provide temporary lighting that fulfills security and protection requirements without operating entire system.
 8. Additional temporary light requirements (task lighting) shall be the responsibility of individual Subcontractors.
 9. When required by code or by the Owner, Electrical Subcontractor shall provide temporary fire alarm system tied into existing fire alarm control panel. This temporary system shall be completed and functional at all times. No part of the temporary system shall be used for the permanent system. Work includes removal and maintenance of the temporary system.
- G. Temporary Communication Systems
1. Contractor will contract to erect and maintain a construction fence around the perimeter of the site and staging area as indicated on the site access plan. Fence gates will be located to provide access/egress as determined by Contractor. Subcontractor shall not remove sections of the fence without approval from Contractor. Subcontractors granted approval

to remove a portion of the construction fence will be responsible to replace and restore those sections to the satisfaction of Contractor. Reference site access plan section 00 30 00 for further detail.

H. Construction Fence

1. Contractor will contract to erect and maintain a construction fence around the perimeter of the site and staging area to ensure safety and loss prevention. Fence gates will be located to provide access/egress as determined by Owner. Subcontractor shall not remove sections of the fence without approval from Contractor. Subcontractors granted approval to remove a portion of the construction fence will be responsible to replace and restore those sections to the satisfaction of Contractor. Access to existing grandstands must be maintained

I. Temporary Onsite Structures

1. Each Subcontractor shall make its own arrangements with the Contractor for office facilities as designated by the site access plan. Subcontractor shall provide, maintain and remove his own offices and storage facilities.
2. Temporary power, telephone and water service requirements to its onsite structures shall be the responsibility of the individual Subcontractors. Services will be provided to a central location per the logistics plan for use by the Subcontractors.

J. Storage

1. Onsite storage shall not be allowed except as specifically approved by the Contractor and as defined in the Scope of Work. Contractor will not assume any responsibility for any stored materials.
2. If it becomes necessary at any time during construction to move materials which are to enter into construction or equipment and barricades which have been temporarily placed, the Subcontractor furnishing these materials, equipment or barricades shall, when directed by the Contractor, move them or cause them to be moved without additional charge to the Contractor

K. Temporary Enclosures

1. Any in progress or recently completed portions of work requiring protection from exposure to foul weather and detrimental operations shall be protected by the Subcontractor performing that work.

L. Fire Protection

1. Contractor will provide fire extinguishers of proper type and number as required. Subcontractor shall provide firewatch as required to perform its work. Notify Contractor and Owner when welding, cutting or any activity that could create a fire hazard.

M. Surveying

1. [if !vml][endif]Benchmarks will be established and maintained by the Contractor. Any inconsistencies found in dimensions or elevations shall be reported to the Contractor before proceeding with work. (Refer also to Division 01, Section " _____ " for specific Contract requirements regarding layout and examination.)

N. Site and Area Restrictions – Reference site access plan described in Section 00 30 00.

1. Access and egress to and from the site is under the control and direction of Contractor. All Subcontractors will be responsible for advising Contractor of their delivery schedules and will coordinate the work of various Subcontractors as to minimize delays.
2. Please refer to the site logistics plan for temporary staging and contractor parking.
3. Construct and maintain temporary roads, crane roads and pads, and paved areas adequate for construction operations as described in the site access plan. At a time directed by the Contractor, remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. The mass grading contractor shall be responsible for temporary roads and/or pads specifically detailed on the site access plan. Each Subcontractor is responsible for temporary roads and/or crane roads and pads if not detailed on the site access plan as by others.
4. Traffic Controls: Each Subcontractor shall provide traffic controls for their Work. Comply with requirements of authorities having jurisdiction. Protect existing site improvements to

remain including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants.

O. Water and Snow Removal

1. Dewatering Facilities and Drains: Each Subcontractor will be required to maintain the project site, excavations, and construction free of water to maintain progress of the work. Comply with requirements of authorities having jurisdiction.
2. Pump water and push water: Each Subcontractor will be required to remove water as required to maintain progress of the work.
3. [if !vml][endif]Snow and Ice Removal: Each Subcontractor will be required to remove snow and ice as required to maintain progress of the work. The use of calcium chloride as an aid or means to remove snow or ice will not be permitted.

P. Security And Protection Facilities Installation

1. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction and Contract Documents. Primary responsibility for the stormwater and erosion control will be the mass grading contractor. To the extent other Subcontractor's work will result in additional land disturbance or affect erosion control measures in place, the subcontractor shall comply with the requirements of the Subcontract Documents and the authorities having jurisdiction.
2. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains. Primary responsibility for this Work will be the mass grading contractor. To the extent other Subcontractor's work will result in additional land disturbance or affect erosion control measures in place, the subcontractor shall comply with the requirements of the Subcontract Documents and the authorities having jurisdiction.
3. Tree and Plant Protection: Not needed
4. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction (and as required for adequate pedestrian and traffic safety) for erecting structurally adequate barricades, including warning signs and lighting.
5. Temporary Egress: Maintain temporary egress from existing occupied facilities as
6. Temporary Partitions: Contractor if required shall provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
7. Site Security: Site security will not be provided on the project.

1.15 SAFETY

A. General

1. Safety on the project site is a primary concern to the Owner and Contractor. Each Subcontractor is responsible for the safety and security of its employees.
2. All Subcontractors and lower tier subcontractors are required to follow all of Contractor's safety requirements, OSHA, state and local safety regulations.
3. Each Subcontractor is responsible for providing the proper training and equipment necessary to ensure that their employees follow all of Contractor's safety requirements, OSHA, state and local safety requirements.
4. Each Subcontractor is responsible for inspecting their work areas periodically throughout the day for recognizable safety hazards and for taking immediate corrective actions to provide a safe work environment at the site.
5. Safety Representative - Each Subcontractor will assign a competent individual to act as the Subcontractor's safety representative. This individual must be on site and have the authority to immediately correct hazardous conditions. The name of the on-site representative shall be submitted to the Contractor prior to the Subcontractor beginning

work.

- B. Disciplinary Policy:
 - 1. Failure to follow safety requirements may result in disciplinary action up to and including the removal and replacement of employees and site foreman per Contractor's safety policy.
 - 2. Each Subcontractor is responsible for replacing foreman and employees who are unable correcting Subcontractor to take action and a back charge may be issued to the creating contractor.
 - 3. Each Subcontractor is responsible for enforcing its safety program and OSHA requirements as it relates to their work at the project.
 - 4. Failure to correct safety issues in a timely manner may result in Contractor directing a correcting Subcontractor to take action and a back charge may be issued to the creating contractor.
- C. Training requirements:
 - 1. Copies of all training must be forwarded to the Contractor's site office. This documentation must include a detailed description of the items covered in the training and the signatures of the attendees.
- D. Orientation:
 - 1. Each Subcontractor is responsible for providing each of its employees with an orientation prior to the start of work to familiarize its employee with the site, site safety requirements and specific safety policies and procedures as it applies to their work. Copies of all orientations must be forwarded to the Contractor's site office. This documentation must include a detailed description of the items covered in the orientation and the signatures of the attendees.
- E. Task specific training:
 - 1. Task specific training must be provided by each Subcontractor to ensure that each employee knows how to perform their work in a safe manner.
 - 2. Task specific training must be conducted following the identification of a safety issue concerning a particular crew and weekly at a minimum.
- F. MSDS:
 - 1. A copy of the MSDS program including a written program and a copy of the MSDS sheets for all products that will be used at the project must be provided to the Contractor prior to the start of Subcontractor's work at the Project.
- G. Personal Protective Equipment:
 - 1. OSHA approved hard hats shall be worn by all personnel and visitors on the jobsite at all times. Proper clothing shall be worn, suitable for construction work. Shirts and long pants shall be worn at all times. Durable work shoes are required; canvas or leather type athletic shoes and shoes without heels or toes are not permitted. All other personal protective equipment shall be furnished by the Subcontractor to its employees as required.
- H. First Aid:
 - 1. The Contractor will maintain a first aid center at the Project office. The Contractor will have phone numbers of the local clinics and hospitals posted at all times.
- I. Housekeeping:
 - 1. Good housekeeping shall be maintained at all times. All stripped lumber shall be safely stacked after nails have been removed or bent down. All stairways, scaffolds, ramps, walkways, and work areas shall be kept clear and clean of trash and material. Work areas shall be maintained free from accumulation of combustible trash.
 - 2. All Subcontractors are responsible for cleaning their work areas each day. Failure to clean work areas each day may result in Contractor directing a correcting Subcontractor to take action and a back charge may be issued to the creating contractor.
- J. GFCI:
 - 1. Each Subcontractor is responsible for providing GFCI protection for their work when using generators or permanent electrical installations.

- K. Temporary Conditioning/Temporary Heat:
 - 1. When temporary heat must be maintained during non-working hours, a competent person, agreed upon by Contractor, must be present to monitor heating equipment and take all necessary actions to prevent fire or respond to an emergency per the Contractor's Temporary Heat policy (available upon request). Each Subcontractor is responsible for any and all cost associated with this requirement as it applies to their work. Temporary heat is defined as any heating source that is powered by electricity (all types), LP gas, kerosene, fuel oil, and natural gas.
- L. Electrical Contractor only:
 - 1. All electrical installations must be installed per applicable OSHA and NEC standards.
 - 2. Ground Fault Circuit Interrupters must be installed in all temporary installations.
 - 3. Lighting must be provided sufficiently and in a timely manner.

1.16 CODE OF CONDUCT

- A. Because this Project may involve working in and around occupied facilities and/or public areas, Subcontractor and all of its employees are required to comply with the following:
 - 1. Subcontractor and its employees are expected to perform their work in a professional manner.
 - 2. Subcontractor is not to converse or talk with employees of Owner. All construction related questions are to be directed to Contractor.
 - 3. Inappropriate language or gestures, profanity, or lewd conduct are strictly prohibited.
 - 4. Tobacco use on the Project site must comply with the Owner's restrictions. If there are no restrictions, tobacco must be kept to a minimum so as to not damage the Project or litter the site. Smoking is restricted to designated areas, if any. Violations of this policy may result in tobacco use being prohibited on the Project site.
 - 5. Subcontractor parking is only allowed in areas designated by Contractor
- B. Violations of this policy could result in immediate dismissal from the site.

1.17 CONTRACT CLOSE-OUT

- A. [if !vml][endif]Refer to Division 01, Section "17800" for specific Contract requirements regarding project closeout.
- B. [if !vml][endif]Refer to Division 01, Section "007300" for specific Contract requirements regarding warranties.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.03 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage) Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase) Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - 2) Owner's, Architect's, and Contractor's names.

- b. Substitution Request Information:
 - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
 - 2) Indication of whether the substitution is for cause or convenience.
 - 3) Issue date.
 - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 5) Description of Substitution.
 - 6) Reason why the specified item cannot be provided.
 - 7) Differences between proposed substitution and specified item.
 - 8) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Visual effect.
 - 5) Sustainable design features.
 - 6) Warranties.
 - 7) Other salient features and requirements.
 - 8) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.

- D. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.
 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

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**SECTION 013000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 PROJECT COORDINATOR

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for _____ access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 011000 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for Interpretation.
 - 2. Shop drawings, product data, and samples.
 - 3. Test and inspection reports.
 - 4. Design data.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Project Coordinator will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Note: The following agenda items are not intended to be the final or a complete list of the items that will be discussed. A complete agenda will be distributed at the preconstruction meeting..
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.

4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Submission of initial Submittal schedule.
 6. Designation of personnel representing the parties to Contract, _____ and Architect.
 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 8. Scheduling.
 9. Open for comments; attendees are encouraged to bring other topics or concerns up for discussion at this time.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 7 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 7 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 5 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.04 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule specified in Section - 013216 - Construction Progress Schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.05 SUBMITTALS IN GENERAL

- A. All submittals shall be submitted to the Architect through the Project Coordinator - No exceptions.
- B. PDFs by e-mail is the preferred method; coordinate with Architect's representative.
 1. Refer to "Requirements for Electronically Submitted Shop Drawings" attached to this section.
- C. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- F. By submitting submittals, the General Contractor represents to Architect that General Contractor has:
 1. Reviewed and approved them.
 2. Determined and verified materials, field measurements and field construction criteria related thereto, or will do so.
 3. Checked and coordinated the information contained within such submittals with the requirements of the Work of the Contract Documents.
- G. Submittals that do not appear to be reviewed and approved will be returned to the General Contractor without the Architect's review. Time delays for this breach in procedure will be at the sole expense of the General Contractor.
- H. All shop drawings shall be submitted no later than 45 days after execution of the contract.

3.06 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
 5. Any required certification for installation.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.
- E.

3.07 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.

6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.
- E. Refer to Section 01 7800 - Closeout Submittals.

3.09 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C.
 1. For shop drawing submittals use form attached to this specification section.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- G. Schedule submittals to expedite the Project, and coordinate submission of related items.
- H. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor. The time allotted starts when the architect receives all required material for submittal review. Proper planning and scheduling of submittals shall be performed. Amendments to the construction schedule due delayed submittal to Architect is not acceptable.
- I. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Provide space for Contractor and Architect review stamps.
- K. When revised for resubmission, identify all changes made since previous submission.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.
- N. /Submittals must be review and stamped by ithe Subcontractor/Supplier and GC/Designbuilder prior to submitting to Architect. Submittal may be rejected without required reviews prior to submittal to Architect.

3.10 REQUIREMENTS FOR ELECTRONICALLY SUBMITTED SHOP DRAWINGS

- A. The Contractor shall fill out and include the submittal cover sheet included in the project manual.
- B. The shop drawings are to be reviewed by the Contractor before submitting. All field required verifications and missing information shall be completed and noted on the drawings. The Contractor shall review them and verify that the products submitted are acceptable per the specifications. The Contractor shall then affix their stamp on the submittal cover sheet.

Contractor must review - No pass-through drawings are permitted.

- C. The Contractor shall prepare a single PDF file so that all sheets of the submittal are included in one document. Only ONE specifications section per submittal is permitted. Each PDF shall contain Bookmarks set to the destination of separate items contained within the file. If the Contractor elects to use their own transmittal sheet it shall be a separate attachment.
- D. Scans shall be in color. All pages shall be oriented correctly. Actual sheet sizes for the submittal shall be 8 ½ x11 or 11x17 whenever possible. All print and details must be legible at those sizes. Larger file sheets such as 24x36 sheet size shall be identified in the e-mail.
- E. The e-mail subject line shall list the five-digit project number first followed by the project name. Then the section number and a brief description of the submittal contents shall follow the submittal number. Example: *12345 - High School Addition - 23 3700-Air outlets and inlets.*
- F. The PDF file or attachment shall be named as follows. Example: *23 3700 - Air outlets & inlets - 12345 - High School Addition.pdf*
- G. Samples and color selections associated with the drawings shall be included in a separate attachment when practical. Actual samples, color selections shall be delivered to ISG and the shop drawings will not be reviewed until actual samples are received.
- H. The Architect / Engineer will review the drawings, make notes as required on the drawings and stamp them. The PDF file shall then be renamed by adding the action required such as REVIEWED, FURNISH AS CORRECTED, REVISE AND RESUBMIT or REJECTED. Example: *23 3700 - Air outlets and inlets - 12345 High School Addition - REVIEWED.pdf*
- I. The Architect / Engineer shall then use the original email and attach the reviewed drawings and forward back to the contractor. The e-mail that they are attached to will be considered the transmittal. Any notes in the body of the email from the Architect / Engineer shall be considered as written on the sheets of the PDF file.
- J. No hard copies will be sent by the Architect / Engineer. Note: Hard copies will be required to be included in the O&M Manuals as part of the project close out submittals.

END OF SECTION

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**SECTION 013510
STRUCTURAL TESTING AND SPECIAL INSPECTION**

PART 1 GENERAL

1.01 INTENT AND CONDITIONS

- A. Intent
 - 1. Define and coordinate structural testing and special inspection services.
 - 2. Define and coordinate conventional testing and inspection services.
 - 3. Provide greater confidence that the specified work is constructed in compliance with the contract documents and Chapter 17 of the 2018 International Building Code.
 - 4. Testing and Inspection services are intended to assist in determining probable compliance of the work with requirements specified. These services do not relieve the Contractor of responsibility for compliance with the requirements of the contract documents
- B. Conditions
 - 1. If inspection of fabricator's work is required, the Owner's representative may require testing and inspection of the work at the plant, before shipment. Owner, Architect and Structural Engineer of Record (SER) reserve the right to reject material not complying with the contract documents.
 - 2. Testing and inspection shall be performed in accordance with the industry standard used as the reference for the specific material or procedure unless other criteria are specified. In the absence of a referenced standard, tests shall be accomplished in accordance with generally accepted industry standards.
 - 3. Work shall be checked as it progresses, but failure to detect any defective work or materials shall in no way prevent later rejection if defective work or materials are discovered, nor shall it obligate Owner to accept such work.

1.02 RELATED REQUIREMENTS

- A. Testing – Evaluation of systems, primarily requiring physical manipulation and analysis of materials, in accordance with approved standards.
- B. Inspection – Evaluation of systems, primarily requiring observation and engineering judgment.
- C. Structural Testing and Special Inspection – Structural Testing and Special Inspection Services herein include items required by the 2018 International Building Code, and other items which in the professional judgment of the Structural Engineer of Record, are critical to the integrity of the building structure.
- D. Conventional Testing and Inspection – Conventional Testing and Inspection Services herein describe those items not specially required by Code but may be considered essential to the proper performance of the building systems.
- E. Architect of Record – The prime consultant in charge of overall design and coordination of the project.
- F. Structural Engineer of Record (SER) – The Licensed Engineer in responsible charge of the structural design for the project.
- G. Licensed Structural Engineer: – A professional engineer with education and experience in the design of structures similar to this project licensed to practice in the state in which the project is located.
- H. Testing Agency (TA) – The properly qualified firm performing testing services.
- I. Special Inspector (SI) – A properly qualified individual or firm performing special inspections.
- J. Building Official – The Officer or his duly authorized representative charged with the administration and enforcement of the 2018 International Building Code.
- K. Continuous –The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
- L. Periodic –The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

1.03 REFERENCES

- A. ASTM E329-02 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.

- B. ASTM E43-02 - Standard Practice for Agencies Performing Nondestructive Testing.
- C. ASTM C1077-02 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- D. ASTM C1093-95 - Practice for Accreditation of Testing Agencies for Unit Masonry.
- E. ASTM D3740-01 - Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- F. AISC Steel Construction Manual 14th Edition (2010)
- G. 2018 International Building Code.
- H. See technical sections of PART 3 for specific references.

1.04 QUALIFICATIONS

- A. Testing Agency (TA) – The testing agency shall be an approved independent testing agency acceptable to the Owner, Architect, SER and as noted below:
 - 1. Authorized to operate in the state in which the project is located and experienced with the requirements and testing methods specified in the technical scope sections of PART 2.
 - 2. Meeting applicable requirements of Section 1.04 "References".
 - 3. Testing equipment shall be calibrated at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards, or to accepted values of natural physical constants.
- B. Special Inspector (SI) – The special inspector shall be under the direct supervision of a registered civil/structural engineer, experienced with the type of work requiring structural testing and special inspection.
 - 1. The categories of special inspector are:
 - a. Special Inspector - Technical I, II, and III: Usually an employee of a testing agency.
 - b. Special Inspector - Structural I and II: Preferably an employee of the SER's firm.
 - 2. Unique special inspector requirements, for specific materials and system, are noted in Structural Testing and Special Inspection related technical specification sections.

1.05 RESPONSIBILITIES

- A. Structural Testing and Special Inspection
 - 1. Special Inspectors:
 - a. Sign the Structural Testing and Special Inspection Summary Schedule in conjunction with other responsible parties prior to commencement of construction.
 - b. If requested, attend a pre-construction meeting to review the scope of structural testing and special inspection.
 - c. Test and/or inspect the work assigned for conformance with the building department approved design drawings, specifications and applicable material and workmanship provisions of the Code. Perform testing and inspection in a timely manner to avoid delay of work.
 - d. Bring discrepancies to the immediate attention of the contractor for correction, confirm that they are corrected and, if uncorrected after a reasonable period of time, bring to the attention of the Structural Engineer of Record, the Building Official, and to the Architect.
 - e. Submit test and/or inspection reports to the Building Official, Contractor, the Structural Engineer of Record, and other designated persons in accordance with the Structural Testing and Special Inspection Summary Schedule.
 - f. Submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans, specifications and the applicable workmanship provisions of the Code.
 - 2. Testing Agency:
 - a. Sign the Structural Testing and Special Inspection Summary Schedule in conjunction with other responsible parties prior to commencement of construction.
 - b. If requested, attend a pre-construction meeting to review the scope of structural testing and special inspection.
 - c. When engaged as a special inspector, provide structural testing and special inspection services as previously described.
 - 3. Architect of Record (or other prime consultant):

- a. Complete and sign the Structural Testing and Special Inspection Summary Schedule in conjunction with other responsible parties prior to commencement of construction. Provide a completed copy of the schedule to all signed parties including Building Official.
- b. If appropriate, arrange and attend a pre-construction meeting to review the scope of structural testing and special inspection. Include Contractor, Building Official, SER, Testing Agency and other parties concerned.
- c. Coordinate the flow of reports and related information to expedite resolution of construction issues.
4. Structural Engineer of Record (SER):
 - a. Identify items requiring structural testing and special inspection including special cases.
 - b. Define "type" of special inspector required for "description" of work indicated on the structural testing and special inspection schedule.
 - c. Complete and sign the Structural Testing and Special Inspection Summary Schedule prior to commencement of construction.
 - d. If requested, attend a pre-construction meeting to review the scope of structural testing and special inspection.
 - e. Review reports submitted by special inspectors.
 - f. If engaged as a special inspector, provide structural testing and special inspection services as previously described.
5. Contractor:
 - a. Sign the Structural Testing and Special Inspection Summary Schedule in conjunction with other responsible parties prior to commencement of construction.
 - b. Coordinate efforts to gain signatures of all signing parties other than the Architect and Structural Engineer of Record (SER).
 - c. If requested, attend a pre-construction meeting to review the scope of structural testing and special inspection.
 - d. Post or make available the Structural Testing and Special Inspection Summary Schedule within its office at the job site. Also, provide adequate notification to those parties designated on the schedule so they may properly prepare for and schedule their work.
 - e. Provide the special inspectors access to the approved drawings and specifications at the job site.
 - f. Review reports submitted by special inspectors.
 - g. Retain at the job site all reports submitted by the special inspectors for review by the building official upon request.
 - h. Correct in a timely manner, deficiencies identified in inspection and/or testing reports.
 - i. Provide the special inspector safe access to the work requiring inspection and/or testing.
 - j. Provide labor and facilities to provide access to the work and to obtain, handle and deliver samples, to facilitate testing and inspection and for storage and curing of test samples.
 - k. Verification of conformance of the work within specified construction tolerances is solely the Contractor's responsibility.
6. Fabricator:
 - a. Sign the Structural Testing and Special Inspection Summary Schedule in conjunction with other responsible parties prior to commencing construction.
 - b. Submit a Certificate of Compliance to the Building Official, Special Inspector, and Structural Engineer of Record that the work was performed in accordance with the approved plans and specifications.
7. Building Official (Typical responsibilities noted for information only):
 - a. Determine work, which in the Building Officials opinion, involves unusual hazards or conditions in accordance with the 2018 International Building Code.
 - b. Review special inspector qualifications.
 - c. Accept and sign the completed Structural Testing and Special Inspection Summary Schedule.

- d. Review all fabricators who perform work in their shop, which requires special inspection.
 - e. Review reports and recommendations submitted by the special inspectors.
 - f. Review the "final signed reports" submitted by the special inspector(s). These documents should be accepted and approved by the building department prior to issuance of a Certificate of Occupancy.
8. Owner:
- a. Establish direct funding to provide for cost of structural testing and special inspection services.
 - b. Provide special inspector with approved design drawings, specifications and approved shop drawings.
 - c. Provide special inspectors and testing agencies with full access to site at all times.
 - d. Sign the Structural Testing and Special Inspection Summary Schedule in conjunction with other responsible parties prior to commencement of construction.
- B. Conventional Testing and Inspection
- C. Inspections by Building Official
1. Contractor shall provide adequate notice for inspections performed by the Building Official, as required by the 2018 International Building Code, and local ordinance.
- D. Periodic Site Observations by Design Consultant
- a. Submit test and/or inspection reports to the Architect of Record, the Contractor and other designated persons.
 2. Special structural testing and inspection, conventional testing and inspection, and periodic inspections by the Building Official do not preclude the normal field involvement and site observations by Architect or Structural Engineer of Record, nor shall it relieve the Contractor of any responsibility to complete the work in accordance with the approved drawings and specifications.
- E. Limits of Authority
1. Testing agents and/or special inspectors may not waive or alter contract requirements, or approve or accept any portion of the work unless specifically authorized by the Architect or Structural Engineer of Record. They may not assume any duties of the Contractor, and they have no authority to stop or reject "Work".

1.06 PAYMENT

- A. Owner shall directly employ and pay for services of the special inspectors to perform required Structural Testing and Special Inspection.
- B. Owner shall employ and pay for services of the testing agency to perform required Conventional Testing and Inspection.
- C. Unless noted otherwise, the Contractor shall provide and pay for all materials, samples, mock-ups, and assemblies required for testing and inspection and shall pay for all shipping costs related to delivery of this work. Testing agency will pay for shipping costs of samples transported from site to lab.
- D. If exploratory work is required to determine the cause of defects, the cost of such work shall be paid by the Contractor, if the work is found to be defective, in the judgment of the Architect/Engineer. Contractor shall reimburse the Owner for all costs incurred in this event.
- E. Any tests required to qualify the Contractor, or the workmen for any phase of the work, shall be performed at no additional cost to the Owner.

1.07 INSPECTION NOTICE

- A. Contractor shall provide minimum of 24 hours notice for all items requiring testing or inspection. Items requiring testing and inspection services prior to or during placement shall not be placed until testing and inspection services are available. Items requiring testing and inspection services after placement shall not be enclosed or obscured until testing and inspection services are performed.

1.08 REPORTS

- A. Testing agency and/or special inspectors shall submit reports in accordance with the Structural Testing and Special Inspection Summary Schedule and shall conduct and interpret tests and

inspections and state in each report whether; (1) test specimens and observations comply with Contract Documents, and specifically state any deviations, (2) record types and locations of defects found in work, (3) record work required and performed, to correct deficiencies.

- B. Reports for structural testing and special inspection, shall be submitted in timely manner to the Contractor, Building Official, SER, and Architect of Record.
1. Submit reports for ongoing work, to provide the information noted below:
 - a. Date issued.
 - b. Project title and number.
 - c. Firm name and address.
 - d. Name and signature of tester or inspector.
 - e. Date and time of sampling.
 - f. Date of test or inspection.
 - g. Identification of product and specification section.
 - h. Location in project, including elevations, grid location and detail.
 - i. Type of test or inspections.
 - j. Results of tests or inspections and interpretation of same.
 - k. Observations regarding compliance with Contract Documents or deviations there from.
 2. Submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans, specifications and the applicable workmanship provisions of the code.
- C. Reports for conventional testing and inspection shall be submitted in a timely manner to the Contractor and the Architect of Record.

1.09 FREQUENCY OF TESTING AND INSPECTION

- A. For detailed requirements see technical sections of PART 3.

1.10 PROTECTION AND REPAIR

- A. Upon completion of testing, sample-taking, or inspection, the Contractor shall repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed surfaces, as judged solely by the Architect/Engineer of Record. Protect work exposed by or for testing and/or inspection and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for testing and/or inspection.

1.11 TESTS TO DEMONSTRATE QUALIFICATION

- A. If the Contractor proposes a product material, method, or other system that has not been pre-qualified, the Architect may require applicable tests, to establish a basis for acceptance or rejection. These tests will be paid for by the Contractor.
- B. The Architect/Engineer of Record reserves the right to require certification or other proof that the system proposed, is in compliance with any tests, criteria or standards called for. The certificate shall be signed by a representative of an independent testing agency.

PART 2 MATERIALS (NOT USED)

PART 3 SCOPE OF TESTING AND INSPECTION

3.01 STRUCTURAL TESTING AND SPECIAL INSPECTION PROGRAM SUMMARY

- A. The parties involved shall complete and sign the Structural Testing and Special Inspection Summary Schedule. The Program, including Summary Schedule, shall be submitted to the building official for approval prior to issuance of a building permit. The completed schedule includes the following:
1. A specific listing of the items requiring inspection and testing.
 2. The associated technical scope sections that define the applicable standards by which to judge conformance with the approved plans and specifications in accordance with 2018 International Building Code. The technical scope sections should also include the degree or basis of inspection and testing; i.e., intermittent/will-call or full-time/continuous.
 3. The frequency of reporting, i.e., weekly, monthly, per test/inspection, per floor, etc.
 4. The parties responsible for performing the inspection and testing work.

5. The required acknowledgments by each designated party.

3.02 CONVENTIONAL TESTING AND INSPECTION

- A. (Not Used)

3.03 STRUCTURAL TESTING AND SPECIAL INSPECTION STATEMENT OF SPECIAL INSPECTIONS

- A. Refer to attached Program Summary Schedule for this project. It includes a schedule of Special Inspection services applicable to this project and the identity of agencies to be retained for conducting these inspections and tests.
- B. The Special Inspector shall keep records of all inspections and shall furnish inspection reports to the Building Official, the Architect and Structural Engineer of Record. Discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official, the Architect and SER. The Special Inspection program does not relieve the Contractor of his or her responsibilities.
- C. Interim reports shall be submitted to the Building Official, Architect, and SER.
- D. A Final Report of Special Inspections documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

3.04 TECHNICAL SECTIONS

A. Section 31 2200 - Earthwork - Grading, Excavation Filling

1. (Not Used)
2. Definitions
 - a. Refer to PART 1 for standard definitions.
 - b. Special Inspector – Technical
 - 1) Technical I: Technician shall be under the direct supervision of a Technical III. Work shall be performed in a qualified geotechnical/testing laboratory.
 - c. Technical II: Technical with a minimum of 2 years experience, or a graduate engineer, and is an employee of a qualified and approved geotechnical/testing laboratory, under the direct supervision of a Technical III.
 - 1) Technical III: A civil/geotechnical engineer regularly engaged in this type of work with a minimum of 4 years experience, licensed in the State in which the project is located, and is an employee of a qualified and approved geotechnical/testing laboratory. This licensed engineer shall review and approve all final field reports.
3. Structural Testing and Special Inspection Requirements (Item and Frequency and Qualifications)
 - a. Classification of materials used and encountered during construction per ASTM:D2488 and ASTM:D2487. Technical I
 - b. Performance of laboratory testing of materials, as needed (Proctor, Sieve Analysis, Atterberg Limits, Consolidation Test, etc.). Technical I
 - c. Field Density Tests: Technical I
 - d. Provide periodic results of field compaction and laboratory work for general compliance with Contract Documents and Geotechnical Reports. Technical I
 - e. Observe all subgrades/excavation bases below footings and slabs and verify design bearing capacity is achieved. Technical II
 - f. Document presence of groundwater within excavations. Technical I
 - g. Provide reports of subgrade observations for general compliance with Contract Documents and Geotechnical Report. Technical II
 - h. Verify cut and fill slopes as specified in the contract documents. Technical III
4. Conventional Testing and Inspections Requirements
 - a. Contractor shall verify that footings comply with frost depth requirements and shall report any variances to the SER in a timely manner.

END OF SECTION

**SECTION 014000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Testing and inspection agencies and services.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 007200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 013000 - Administrative Requirements: Submittal procedures.
- C. Section 016000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

1.04 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants 2008 (Reapproved 2023).
- B. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants 2008 (Reapproved 2023).
- C. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation 2017.
- D. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation 2017.
- E. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry 2023.
- F. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry 2023.
- G. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction 2019.
- H. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction 2019.
- I. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2021.
- J. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection 2021.
- K. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing 2021.
- L. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing 2021.
- M. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components 2016.
- N. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components 2016.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. General: As indicated in individual specification sections.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents, or for Owner's information.)
- D. Submittals must be reviewed by Subcontractor and Design Builder Superintendant to ensure submittals match the construction documents and include all required documentation. Incomplete submittals will be rejected by Architect and/or Engineer without review.
- E. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:

- a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents, or for Owner's information.
- F. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- G. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- H. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
1. Submit report in duplicate within 30 days of observation to Architect for information.
 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents.
- I. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents.
 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.06 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.07 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing and inspection.

1. Where indicated in individual specification sections the Contractor shall employ and pay for services of an independent testing agency to perform specified testing and inspection.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 3. Laboratory: Authorized to operate in the State in which the Project is located.
 4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
 5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

1.08 TESTING AND INSPECTION AGENCIES AND SERVICES

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- C. Comply with manufacturers' instructions, including each step in sequence.
- D. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- E. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Have work performed by persons qualified to produce required and specified quality.
- G. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:

1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment, and _____ as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

END OF SECTION

**SECTION 016000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Base specified/scheduled products and design intent.
- F. Inconsistencies.
- G. Substitutions in general.
- H. Substitution limitations.
- I. Procedures for Owner-supplied products.
- J. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 012500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 3000 - Administrative Requirements: Submittals.
- C. Section 014000 - Quality Requirements: Product quality monitoring.
- D. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- E. Section 017419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.
- F. Section 220513 - Common Motor Requirements for Plumbing Equipment: Motors for plumbing equipment.
- G. Section 230513 - Common Motor Requirements for HVAC Equipment: Motors for HVAC equipment.

1.03 REFERENCE STANDARDS

- A. NEMA MG 1 - Motors and Generators 2021.
- B. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

- B. The Contractor shall assure the Owner that all new equipment and materials are asbestos free. The Contractor, subcontractors, and material suppliers are required to provide letters of non-asbestos confirmation with supporting documentation prior to material installations. The Owner may select materials to test for asbestos at any time including prior to and/or after installation. If suspect asbestos materials are tested and found to contain asbestos, the materials shall be abated in accordance with asbestos regulations by an Owner approved consultant and abatement contractor. New asbestos free products shall be re-installed by the Contractor supplying such material. The Contractor shall be responsible for any and all new materials. If asbestos is found in the new materials, the cost for asbestos design, on-site monitoring, abatement, and replacement shall be the responsibility of the Contractor. Owner will collect and pay for the testing of any random suspect asbestos samples.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
- D. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 016116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 016116.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 4. Result in less construction waste. See Section 017419
- E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products that do not meet project specifications may be rejected at any time during the project.
- E. Cost associated with replacement product and delay in project schedule due to rejection shall be at sole expense of Contractor.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 BASE SPECIFIED/SCHEDULED PRODUCTS AND DESIGN INTENT

- A. Certain specification sections will indicate a base manufacturer and will then list other acceptable manufacturers. Similarly, certain specification sections will list multiple acceptable manufacturers but only one of the manufacturers will be scheduled on a plan sheet. In these scenarios, the designer has designed the system with considerations for the base manufacturer or the product scheduled on the plan sheet. It is the responsibility of all bidders, contractors, suppliers to ensure that when bidding using an acceptable manufacturer other than the base manufacturer or the scheduled manufacturer that the design intent is met. Providing a product by an acceptable manufacturer other than the base specified or scheduled manufacturer constitutes a representation that the submitter:
 - 1. Has investigated supplied product and determined that it meets or exceeds the quality level of the base specified/scheduled product.
 - 2. Will provide the same warranty for the supplied product as for the base specified/scheduled product.
 - 3. As a result of differences between the base specified/scheduled product and the other acceptable manufacturers will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
6. Will maintain dimensions, locations, clearances, accesses and other design intent shown on the plan or otherwise provided by the base specified/scheduled product.

3.02 INCONSISTENCIES

- A. If there is an inconsistency in the quality and/or quantity of Work required by the Contract Documents, either the greater quality and/or quantity of Work indicated shall be provided in accordance with the Engineer/Architect's interpretation without change in the contract sum.

3.03 SUBSTITUTIONS IN GENERAL

- A. Proposed substitutions are required to be equivalent in all aspects to the specified products including but not limited to appearance, quality, and performance.
- B. When specified in individual sections actual samples shall be provided a minimum of 12 days prior to the bid due date for Architect's review and approval before products other than those scheduled or specified with be accepted; No Exceptions.

3.04 SUBSTITUTION LIMITATIONS

- A. See Section 012500 - Substitution Procedures.
- B. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
 1. The substantiating data shall provide a side by side comparison consisting of sufficient information to determine acceptability of such products.
- D. A request for substitution constitutes a representation that the submitter:
 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Agrees to provide the same warranty for the substitution as for the specified product.
 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Provide complete information on required changes to other Work to accommodate each proposed substitution.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- G. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- H. Substitution Submittal Procedure
 1. Transmit each substitution request with the Substitution Request cover letter attached to this specification section.
 2. PDFs by e-mail is the preferred method; coordinate with Architect's representative. Only submit paper copies where necessary as follows:
 - a. Submit five copies of request for substitution for consideration.
 3. The submitter shall prepare a single PDF file when submitting by email so that all sheets of a submittal are included in one document. Only ONE major product per submittal is permitted. Each PDF shall contain Bookmarks set to the destination of separate items contained within the file. If the submitter elects to use their own transmittal sheet it shall be a separate attachment.
 - a. Scans shall be in color, pages shall be oriented correctly, actual sheet sizes for the submittal shall be 11 by 17 inch or 8 1/2 by 11 inch whenever possible, and all content must be legible.
 4. Limit each request to one proposed substitution.

5. Multiple proposed substitutions submitted on one form will only be considered when products are directly related. Major products and components should be listed first.
 6. Submit shop drawings, product data, certified test results, etc. attesting to the proposed product equivalence. Burden of proof is on proposer.
 7. The Architect will reply with a decision to accept or reject request in a timely manner.
- I. Substitution Submittal Procedure (after contract award):
1. Requests for Substitutions received after Bid Opening will not be considered except in such cases where it is necessary to make a substitution due to strikes, lockouts, bankruptcy, discontinuance of a product, and similar circumstances. Such Requests for Substitution of materials after Contract Award shall be made in writing to the Architect and shall be made within ten (10) days of the date that the Contractor ascertains they cannot obtain the material or equipment specified.
 2. Requests for Substitution will not be considered when they are indicated or implied on Shop Drawings or Product Data submittals without a separate previously submitted Request for Substitution Form, or when acceptance will require substantial revision of the Contract Documents.
 3. The Architect with approval by the Owner will be the judge of the acceptability of all Requests for Substitution received after Bid Opening.

3.05 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
1. Review Owner reviewed shop drawings, product data, and samples.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.06 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.07 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.

- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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**SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Access panels required by trade.
- C. Requirements for alterations work, including selective demolition, _____.
- D. Pre-installation meetings.
- E. Cutting and patching.
- F. Surveying for laying out the work.
- G. Cleaning and protection.
- H. Starting of systems and equipment.
- I. Demonstration and instruction of Owner personnel.
- J. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- K. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 013000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 015000 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 078400 - Firestopping.
- G. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.
- B. For surveying work, employ a land surveyor registered in North Carolina and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in North Carolina. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- D. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in North Carolina.
- E. For construction surveying and building layout at the option of the contractor, employ ISG; Contact Dan Stueber; Phone: 507.387.6651.
 - 1. Scope: Building Staking; Curb and Gutter/Edge of Bituminous Staking; Watermain and Sanitary Sewer Staking; Other Miscellaneous Staking; and additional Field Crew Coordination Requirements. Refer to proposal for additional information.
 - 2. Bidding: Obtain proposal from ISG and include the amount in base bid.

1.05 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and _____.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations, and _____.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ACCESS PANELS REQUIRED BY TRADE

- A. Trade requiring access shall provide and install access panels where not show or specified.
- B. The finished appearance and function will be subject to approval by the Architect/Owner.
- C. Provide panels that accommodate adjacent finishes in finished spaces.
- D. Access panels shall meet all code requirements for each location they are installed and shall be sized appropriately

3.07 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.
 - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and _____): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 011000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.

4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.08 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
1. All other cutting and patching is to be performed by the responsible trade.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- J. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.09 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.10 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.11 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.12 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.13 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.14 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 1. The intent of final cleaning is to provide the Owner with a product that is free of all dust, dirt, and debris related to the Work, and in a like new condition.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- J. Wipe clean wood and laminate surfaces including doors, countertops, cabinets, windows, sills and all other similar surfaces.
- K. Wipe clean all painted surfaces.
- L. Clean all hard finish floors including tile and sealed concrete and all others according to manufacturer's instructions

3.15 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.16 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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**SECTION 017800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Preliminary Operation and Maintenance Manual: Submit preliminary draft of proposed format and outline of contents in a PDF format before start of Work. Architect will review draft and return with comments.
- C. Final Operation and Maintenance Manual: Submit final manual and electronic copies with claim for final Application for Payment. Architect will retain one electronic copy. The original manual and one electronic copy will be provided to the Owner.
 - 1. At the option of the Owner provide only an electronic copy in PDF format.
- D. Warranties and Bonds: Include originals and electronic copy of each in operation and maintenance manuals, indexed separately on Table of Contents.
- E. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- F. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- G. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- H. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.

2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- J. Include test and balancing reports.
- K. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Original warranties and bonds.

- K. Electronic Copy: Provide two copies of all operation and maintenance data in a PDF format on a flash drive. Locate storage devices in the front of the operation and maintenance manual. Label device with project name and substantial completion date.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 024100 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 003100 - Available Project Information: Existing building survey conducted by Owner; information about known hazardous materials.
- B. Section 011000 - Summary: Limitations on Contractor's use of site and premises.
- C. Section 011000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- D. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 016000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- F. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- G. Section 312323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 DEFINITIONS

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2022, with Errata (2021).

PART 3 EXECUTION

2.01 DEMOLITION

- A. Remove paving and curbs required to accomplish new work.
- B. Remove all other paving and curbs within site boundaries.
- C. Remove concrete slabs on grade within site boundaries.
- D. Remove fences and gates.
- E. Remove other items indicated, for salvage, relocation, recycling, and _____.
- F. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as specified in Section 312200.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of

- unstable structures.
- 4. Provide, erect, and maintain temporary barriers and security devices.
- 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
- 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
- 7. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
- 8. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
- 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.
- C. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.

4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
 1. Prevent movement of structure. Provide shoring and bracing as required.
 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch to match new work.

2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

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**SECTION 033000
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Floors and slabs on grade.
- B. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 031000 - Concrete Forming and Accessories: Forms and accessories for formwork.
- B. Section 032000 - Concrete Reinforcing.
- C. Section 079200 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.

1.03 REFERENCE STANDARDS

- A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary 2019 (Reapproved 2022).
- B. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide 2022.
- C. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction 2015.
- D. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete 2000 (Reapproved 2009).
- E. ACI PRC-305 - Guide to Hot Weather Concreting 2020.
- F. ACI PRC-306 - Guide to Cold Weather Concreting 2016.
- G. ACI PRC-308 - Guide to External Curing of Concrete 2016.
- H. ACI PRC-347 - Guide to Formwork for Concrete 2014 (Reapproved 2021).
- I. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials 2010 (Reapproved 2015).
- J. ACI SPEC-301 - Specifications for Concrete Construction 2020.
- K. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement 2022.
- L. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement 2019.
- M. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement 2019, with Editorial Revision (2020).
- N. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete 2022.
- O. ASTM C33/C33M - Standard Specification for Concrete Aggregates 2023.
- P. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2023.
- Q. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens) 2021.
- R. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete 2020.
- S. ASTM C150/C150M - Standard Specification for Portland Cement 2022.
- T. ASTM C157/C157M - Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete 2017.
- U. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete 2020.
- V. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method 2016.
- W. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete 2010a (Reapproved 2016).
- X. ASTM D994/D994M - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type) 2011 (Reapproved 2022).
- Y. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types) 2018.
- Z. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers 2020.

- AA. ASTM E1155M - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers (Metric) 2014.
- BB. COE CRD-C 48 - Handbook for Concrete and Cement Standard Test Method for Water Permeability of Concrete 1992.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- C. Mix Design: Submit proposed concrete mix design.
 - 1. Indicate proposed mix design complies with requirements of ACI SPEC-301, Section 4 - Concrete Mixtures.
 - 2. Indicate proposed mix design complies with requirements of ACI CODE-318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Test Reports: Submit report for each test or series of tests specified.
- E. Manufacturer's Installation Instructions: For concrete accessories, indicate installation procedures and interface required with adjacent construction.
- F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.
- B. Follow recommendations of ACI PRC-305 when concreting during hot weather.
- C. Follow recommendations of ACI PRC-306 when concreting during cold weather.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 REINFORCEMENT MATERIALS

- A. Comply with requirements of Section 032000.
- B. Steel Welded Wire Reinforcement (WWR): REF. Civil.
 - 1. Form: REF. Civil.
 - 2. WWR Style: REF. Civil.

2.02 CONCRETE MATERIALS

- A. REF. Civil drawings for Concrete Materials, finish and color.

2.03 ADMIXTURES

- A. REF. Civil Drawings for admixtures.
- B. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

2.04 ACCESSORY MATERIALS

- A. REF Civil Drawings for Accessory Materials

2.05 CURING MATERIALS

- A. REF. Civil Drawings for Curing Materials

2.06 CONCRETE MIX DESIGN

- A. REF Civil Drawings for Concrete Mix Design
- B. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.

2.07 MIXING

- A. REF. Civil Drawings for Mixing Requirements.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

3.03 PLACING CONCRETE

- A. REF Civil Drawings for Placing Concrete.
- B. Place concrete in accordance with ACI PRC-304.
- C. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- D. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- E. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

3.04 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.

3.05 SEPARATE FLOOR TOPPINGS

- A. Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.
- B. Place required dividers, edge strips, reinforcing, and other items to be cast in.
- C. Apply bonding agent to substrate in accordance with manufacturer's instructions.

3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
 - 1. Exposed Concrete Floors: 1/4 inch in 10 feet.
 - 2. Under Seamless Resilient Flooring: 1/4 inch in 10 feet.
 - 3. Under Carpeting: 1/4 inch in 10 feet.
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.07 CONCRETE FINISHING

- A. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:
 - 1. Surfaces to Receive Thick Floor Coverings: "Wood float" as described in ACI PRC-302.1; thick floor coverings include quarry tile, ceramic tile, and Portland cement terrazzo with full bed setting system.
 - 2. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI PRC-302.1; thin floor coverings include carpeting, resilient flooring, seamless flooring, resinous matrix terrazzo, thin set quarry tile, and thin set ceramic tile.
 - 3. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.

3.08 CURING AND PROTECTION

- A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than seven days.

2. High early strength concrete: Not less than four days.
- C. Surfaces Not in Contact with Forms:
 1. Slabs and Floors To Receive Adhesive-Applied Flooring: Curing compounds and other surface coatings are usually considered unacceptable by flooring and adhesive manufacturers. If such materials must be used, either obtain the approval of the flooring and adhesive manufacturers prior to use or remove the surface coating after curing to flooring manufacturer's satisfaction.
 2. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 3. Final Curing: Begin after initial curing but before surface is dry.

3.09 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.
- E. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- F. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.
- G. Slab Testing: Cooperate with manufacturer of specified moisture vapor reducing admixture (MVRA) to allow access for sampling and testing concrete for compliance with warranty requirements.

3.10 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

3.11 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

3.12 SCHEDULE - CONCRETE TYPES AND FINISHES

- A. Foundation Walls: 3,000 pounds per square inch 28 day concrete, form finish with honeycomb filled surface.
- B. Underside of Supported Floors and Structure Exposed to View: 4,000 pounds per square inch 28 day concrete, form finish with honeycomb filled surface.
- C. Exposed Portico Structure: 4,000 pounds per square inch 28 day concrete, air entrained, smooth rubbed finish.

END OF SECTION

**SECTION 081113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 087100 - Door Hardware.

1.02 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames 2019.
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors 2022.
- D. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames 2020.
- E. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2023.
- F. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
- G. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- I. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- J. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2023.
- K. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- L. NAAMM HMMA 840 - Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- B. Maintain at project site copies of reference standards relating to installation of products specified.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco Door, an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.

2. Curries, an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
3. Steelcraft, an Allegion brand; _____: www.allegion.com/#sle.
4. Substitutions: See Section 016000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:
 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 3. Door Edge Profile: Manufacturers standard for application indicated.
 4. Typical Door Face Sheets: Flush.
 5. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvanized) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
 - a. Based on SDI Standards: Provide at least A40/ZF120 (galvanized) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvanized) for corrosive locations.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.
- C. Doors shall be compatible with shipping container modular building construction.

2.03 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Type _____, Exterior Doors: Thermally insulated.
 1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 1 - Standard-duty.
 - b. Physical Performance Level C, 250,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 20 gauge, 0.032 inch, minimum.
 2. Door Core Material: Vertical steel stiffeners with fiberglass batts.
 3. Door Thermal Resistance: R-Value of _____.
 4. Door Thickness: 1-3/4 inches, nominal.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Frame Finish: Factory primed and field finished.
- C. Exterior Door Frames: Knock-down type.
 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvanized) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 2. Weatherstripping: Separate, see Section 087100.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Factory Finish: Complying with ANSI/SDI A250.3, manufacturer's standard coating.
 1. Color: As indicated on drawings.

2.06 ACCESSORIES

- A. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- B. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 087100.
- D. Touch up damaged factory finishes.

3.02 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.03 ADJUSTING

- A. Adjust for smooth and balanced door movement.

3.04 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

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**SECTION 083100
ACCESS DOORS AND PANELS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall-mounted access units.

1.02 RELATED REQUIREMENTS

- A. Section 087100 - Door Hardware: Mortise cylinder and core hardware.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications 2023.
- C. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes 2023.
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes 2021a.
- E. FM (AG) - FM Approval Guide Current Edition.
- F. ITS (DIR) - Directory of Listed Products Current Edition.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Shop Drawings: Indicate exact position of each access door and/or panel unit.
- D. Manufacturer's Installation Instructions: Indicate installation requirements.
- E. Installer's qualification statement.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.

PART 2 PRODUCTS

2.01 ACCESS DOORS AND PANELS ASSEMBLIES

- A. Wall-Mounted Units with Return Air Grille:
 - 1. Size: 12 by 12 inches.
- B. Wall-Mounted Units in Wet Areas:
 - 1. Location: As indicated on drawings.
 - 2. Panel Material: Steel, hot-dipped zinc, or zinc-aluminum-alloy coated.
 - 3. Size: 12 by 12 inches.
 - 4. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.
 - 5. Wall Mounting Criteria: Provide surface-mounted face frame and door surface flush with frame surface.
 - 6. Access Panels must be compatible with storage container modular construction.
- C. Ceiling-Mounted Units with Return Air Grille:
 - 1. Location: As indicated on drawings.
 - 2. Panel Material: Aluminum extrusion with gypsum board inlay.
 - 3. Size - Lay-In Grid Ceilings: To match module of ceiling grid.
 - 4. Size - Other Ceilings: 12 by 12 inches.
 - 5. Door/Panel: Hinged, standard duty, with tool-operated spring or cam lock and no handle.

2.02 WALL- AND CEILING-MOUNTED ACCESS UNITS

- A. Manufacturers:
 - 1. Activar Construction Products Group, Inc. - JL Industries; _____:
www.activarcpg.com/#sle.
 - a. Multipurpose Access Panel: Activar/JL Industries TM.
 - 2. ACUDOR Products Inc: www.acudor.com/#sle.

3. Babcock-Davis; _____: www.babcockdavis.com/#sle.
 4. BAUCO Access Panel Solutions Inc: www.accesspanelsolutions.com/#sle.
 5. Best Access Doors: www.bestaccessdoors.com/#sle.
 6. Cendrex, Inc: www.cendrex.com/#sle.
- B. Wall- and Ceiling-Mounted Units: Factory-fabricated door and frame, fully assembled units with corner joints welded, filled and ground flush; square and without rack or warp; coordinate requirements with type of installation assembly being used for each unit.
1. Style: As indicated on drawings.
 2. Door Style: Single thickness with rolled or turned in edges.
 3. Steel Finish: Primed.
 4. Primed and Factory Finish: Polyester powder coat; color _____.
 5. Door/Panel Size: As indicated on the drawings.
 6. Hardware:
 - a. Hinges for Non-Fire-Rated Units: Concealed, constant force closure spring type.
 - b. Latch/Lock: Screw driver slot for quarter turn cam latch.

2.03 WALL-MOUNTED ACCESS UNITS WITH RETURN AIR GRILLES

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly prior to proceeding with this work.
- B. Prepare surfaces using methods recommended by manufacturer for applicable substrates in accordance with project conditions.

3.02 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings, and secure units rigidly in place.
- C. Position units to provide convenient access to concealed equipment when necessary.

END OF SECTION

**SECTION 083313
COILING COUNTER DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated coiling counter doors and operating hardware.

1.02 RELATED REQUIREMENTS

- A. Section 061000 - Rough Carpentry: Rough openings.
- B. Section 079200 - Joint Sealants: Sealing joints between frames and adjacent construction.
- C. Section 087100 - Door Hardware: Cylinder cores and keys.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel 2019.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2023.
- E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes 2021.
- F. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric) 2021.
- G. ITS (DIR) - Directory of Listed Products Current Edition.
- H. UL (DIR) - Online Certifications Directory Current Edition.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's standard literature showing materials and details of construction and finish. Include data on electrical operation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Coiling Counter Doors:
 - 1. Alpine Overhead Doors, Inc; Counter Shutter - Rolling Shutters: www.alpinedoors.com/#sle.
 - 2. C.H.I. Overhead Doors; Model 6522 (steel): www.chiohd.com/#sle.
 - 3. Raynor Garage Doors; DuraShutter, Model ____: www.raynor.com/#sle.
 - 4. Substitutions: See Section 016000 - Product Requirements.

2.02 COILING COUNTER DOORS

- A. Coiling Counter Metal Doors, Non-Fire-Rated: Aluminum slat curtain.
 - 1. Mounting: Between jambs, within prepared opening.
 - 2. Provide integral frame and sill of same material and finish.
 - 3. Nominal Slat Size: 1-1/4 inches wide.
 - 4. Slat Profile: Flat, perforated.
 - 5. Finish, Aluminum: Anodized.
 - 6. Guides: Formed track; same material and finish unless otherwise indicated.
 - 7. Hood Enclosure: Manufacturer's standard; primed steel.
 - 8. Manual hand chain lift operation.
 - 9. Locking Devices: Lock and latch handle on outside.

2.03 COMPONENTS

- A. Metal Curtain Construction: Interlocking, single-thickness slats.
 - 1. Slat Ends: Alternate slats fitted with end locks to act as wearing surface in guides and to prevent lateral movement.

2. Curtain Bottom: Fitted with angles to provide reinforcement and positive contact in closed position.
 3. Aluminum Slats: ASTM B221 (ASTM B221M), aluminum alloy Type 6063; minimum thickness 0.05 inch.
- B. Guide Construction: Continuous, of profile to retain door in place, with mounting brackets of same metal.
1. Aluminum Guides: Extruded aluminum channel, with wool pile runners along inside.
- C. Hood Enclosure: Internally reinforced to maintain rigidity and shape.
- D. Lock Hardware:
1. Latch Handle: Manufacturer's standard.
 2. Manual Chain Lift: Provide padlockable chain keeper on guide.
- E. Roller Shaft Counterbalance: Steel pipe and torsion steel spring system, capable of producing torque sufficient to ensure smooth operation of curtain from any position and capable of holding position at mid-travel; with adjustable spring tension; requiring 25 lb nominal force to operate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that adjacent construction is suitable for door installation.
- B. Verify that electrical services have been installed and are accessible.
- C. Verify that door opening is plumb, header is level, and dimensions are correct.
- D. Notify Architect of any unacceptable conditions or varying dimensions.
- E. Commencement of installation indicates acceptance of substrate and door opening conditions.

3.02 INSTALLATION

- A. Install units in accordance with manufacturer's instructions.
- B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.
- C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.
- D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.

3.03 TOLERANCES

- A. Maintain dimensional tolerances and alignment with adjacent work.
- B. Maximum Variation From Plumb: 1/16 inch.
- C. Maximum Variation From Level: 1/16 inch.
- D. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch per 10 ft straight edge.

3.04 ADJUSTING

- A. Adjust operating assemblies for smooth and noiseless operation.

3.05 CLEANING

- A. Clean installed components.
- B. Remove labels and visible markings.

END OF SECTION

SECTION 087100 DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for wood, aluminum, hollow metal, and _____ doors.
- B. Lock cylinders for doors that hardware is specified in other sections.
- C. Thresholds.
- D. Weatherstripping and gasketing.
- E. Gate locks.

1.02 RELATED REQUIREMENTS

- A. Section 062000 - Finish Carpentry: Wood door frames.
- B. Section 079200 - Joint Sealants: Sealants for setting exterior door thresholds.
- C. Section 080671 - Door Hardware Schedule: Schedule of door hardware sets.
- D. Section 081113 - Hollow Metal Doors and Frames.
- E. Section 083323 - Overhead Coiling Doors: Door hardware, except cylinders.

1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. BHMA (CPD) - Certified Products Directory Current Edition.
- C. BHMA A156.1 - Standard for Butts and Hinges 2021.
- D. BHMA A156.2 - Bored and Preamsembled Locks and Latches 2022.
- E. BHMA A156.5 - Cylinders and Input Devices for Locks 2020.
- F. BHMA A156.6 - Standard for Architectural Door Trim 2021.
- G. BHMA A156.7 - Template Hinge Dimensions 2016.
- H. BHMA A156.13 - Mortise Locks & Latches Series 1000 2022.
- I. BHMA A156.16 - Auxiliary Hardware 2023.
- J. BHMA A156.18 - Materials and Finishes 2020.
- K. BHMA A156.21 - Thresholds 2019.
- L. BHMA A156.22 - Standard for Gasketing 2021.
- M. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames 2016.
- N. DHI (H&S) - Sequence and Format for the Hardware Schedule 2019.
- O. DHI (KSN) - Keying Systems and Nomenclature 2019.
- P. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames 2004.
- Q. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- R. ITS (DIR) - Directory of Listed Products Current Edition.
- S. NFPA 80 - Standard for Fire Doors and Other Opening Protectives 2022.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Keying Requirements Meeting:
 - 1. Attendance Required:
 - 2. Agenda:
 - 3. Incorporate "Keying Requirements Meeting" decisions into keying submittal upon review of door hardware keying system including, but not limited to, the following:
 - 4. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.
 - 5. Deliver established keying requirements to manufacturers.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.

- C. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
 - 1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
 - 2. Provide complete description for each door listed.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
 - 1. Submit manufacturer's parts lists and templates.
- F. Keying Schedule:
 - 1. Submit three (3) copies of Keying Schedule in compliance with requirements established during Keying Requirements Meeting unless otherwise indicated.
- G. Installer's qualification statement.
- H. Specimen warranty.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

1.08 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer's Warranty: Provide warranty against defects in material and workmanship for period indicated. Complete forms in Owner's name and register with manufacturer.
 - 1. Locksets and Cylinders: Three years, minimum.
 - 2. Other Hardware: Two years, minimum.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: ADA Standards and ICC A117.1.
 - 3. Hardware Preparation for Steel Doors and Steel Frames: BHMA A156.115.
- D. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. See Door Hardware Schedule.
- E. Fasteners:
 - 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
 - a. Aluminum fasteners are not permitted.
 - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.
 - 2. Provide machine screws for attachment to reinforced hollow metal and aluminum frames.
 - a. Self-drilling (Tek) type screws are not permitted.
 - 3. Provide spacers or sex bolts with sleeves for through bolting of hollow metal doors and frames.
 - 4. Fire-Rated Applications: Comply with NFPA 80.

- a. Provide wood or machine screws for hinges mortised to doors or frames, strike plates to frames, and closers to doors and frames.
- b. Provide steel through bolts for attachment of surface mounted closers, hinges, or exit devices to door panels unless proper door blocking is provided.

2.02 HINGES

- A. Manufacturers:
1. McKinney; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 2. Bommer Industries, Inc; _____: www.bommer.com/#sle.
 3. D&D Technologies USA, Inc; SureClose ConcealFit: www.ddtech.com/#sle.
 4. Hager Companies; _____: www.hagerco.com/#sle.
 5. Stanley, dormakaba Group; _____: www.stanleyhardwarefordoors.com/#sle.
- B. Hinges: Comply with BHMA A156.1, Grade 1.
1. Butt Hinges: Comply with BHMA A156.1 and BHMA A156.7 for templated hinges.
 - a. Provide hinge width required to clear surrounding trim.
 2. Provide hinges on every swinging door.
 3. Provide non-removable pins on exterior outswinging doors.
 4. Provide following quantity of butt hinges for each door:
 - a. Doors From 60 inches High up to 90 inches High: Three hinges.

2.03 CYLINDRICAL LOCKS

- A. Manufacturers:
1. Corbin Russwin, Sargent, or Yale; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 2. Best, dormakaba Group; _____: www.bestaccess.com/#sle. (Owner Preferred)
 3. DORMA USA, Inc; C300 Series, C500 Series, C800 Series, CL700 Series, and CK700 Series: www.dorma.com/#sle.
 4. Hager Companies; _____: www.hagerco.com/#sle.
 5. Pamex, Inc; Cylindrical Locks: www.pamexinc.com/#sle.
 6. Schlage, an Allegion brand; _____: www.allegion.com/us/#sle.
 7. Stanley, dormakaba Group; _____: www.stanleyhardwarefordoors.com/#sle.
 8. Substitutions: See Section 016000 - Product Requirements.
- B. Cylindrical Locks (Bored): Comply with BHMA A156.2, Grade 1, 4000 Series.
1. Bored Hole: 2-1/8 inch diameter.
 2. Latchbolt Throw: 1/2 inch, minimum.
 3. Backset: 2-3/4 inch unless otherwise indicated.
 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.
 5. Provide a lock for each door, unless otherwise indicated that lock is not required.
 6. Provide an office lockset for swinging door where hardware set is not indicated.

2.04 MORTISE LOCKS

- A. Manufacturers:
1. Corbin Russwin, Sargent, or Yale; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 2. Best, dormakaba Group; _____: www.bestaccess.com/#sle.
 3. DORMA USA, Inc; M9000 Series: www.dorma.com/#sle.
 4. Hager Companies; _____: www.hagerco.com/#sle.
 5. Schlage, an Allegion brand; _____: www.allegion.com/us/#sle.
 6. Stanley, dormakaba Group; _____: www.stanleyhardwarefordoors.com/#sle.
 7. Substitutions: See Section 016000 - Product Requirements.
- B. Mortise Locks: Comply with BHMA A156.13, Grade 1, Security, 1000 Series.
1. Latchbolt Throw: 3/4 inch, minimum.
 2. Deadbolt Throw: 1 inch, minimum.
 3. Backset: 2-3/4 inch unless otherwise indicated.

4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.

2.05 DOOR PULLS AND PUSH PLATES

- A. Manufacturers:
 1. Basis of Design: _____.
 2. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 3. Forms+Surfaces; _____: www.forms-surfaces.com/#sle.
 4. Hager Companies; _____: www.hagerco.com/#sle.
 5. Hiawatha, Inc, division of Activar Construction Products Group, Inc; _____: www.activarcpg.com/hiawatha/#sle.
 6. Pamex, Inc; Door Pulls and Push Plates: www.pamexinc.com/#sle.
 7. Trimco; _____: www.trimcohardware.com/#sle.
 8. Substitutions: See Section 016000 - Product Requirements.
- B. Door Pulls and Push Plates: Comply with BHMA A156.6.
 1. Pull Type: Straight, unless otherwise indicated.
 2. Push Plate Type: Flat, with square corners, unless otherwise indicated.
 - a. Edges: Beveled, unless otherwise indicated.
 3. Material: Aluminum, unless otherwise indicated.

2.06 PROTECTION PLATES

- A. Manufacturers:
 1. Basis of Design: _____.
 2. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 3. Hager Companies; _____: www.hagerco.com/#sle.
 4. Hiawatha, Inc, an Activar Construction Products Group company; _____: www.activarcpg.com/hiawatha/#sle.
 5. Ives, an Allegion brand; _____: www.allegion.com/us/#sle.
 6. Pamex, Inc; Protection Plates: www.pamexinc.com/#sle.
 7. Trimco; _____: www.trimcohardware.com/#sle.
 8. Substitutions: See Section 016000 - Product Requirements.
- B. Protection Plates: Comply with BHMA A156.6.
- C. Metal Properties: Aluminum material.
 1. Metal, Heavy Duty: Thickness 0.062 inch, minimum.
- D. Edges: Beveled, on four sides unless otherwise indicated.
- E. Fasteners: Countersunk screw fasteners.
- F. Provide clear anti-microbial coating that is silver ion-based in wet areas.
- G. Drip Guard: Provide at head of exterior doors unless covered by roof or canopy.

2.07 WALL STOPS

- A. Manufacturers:
 1. Hager Companies; _____: www.hagerco.com/#sle.
 2. Hiawatha, Inc, division of Activar Construction Products Group, Inc; _____: www.activarcpg.com/hiawatha/#sle.
 3. Pamex, Inc; Wall Stops: www.pamexinc.com/#sle.
 4. Standard Metal Hardware Manufacturing Ltd; Wall Stops: www.smhardware.com/#sle.
 5. Trimco; _____: www.trimcohardware.com/#sle.
- B. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
 1. Provide wall stops to prevent damage to wall surface upon opening door.
 2. Type: Bumper, concave, wall stop.
 3. Material: Aluminum housing with rubber insert.

2.08 THRESHOLDS

- A. Manufacturers:

1. Pemko; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 2. Hager Companies; _____: www.hagerco.com/#sle.
 3. National Guard Products, Inc; _____: www.ngpinc.com/#sle.
 4. Reese Enterprises, Inc; _____: www.reeseusa.com/#sle.
 5. Zero International, Inc; _____: www.zerointernational.com/#sle.
 6. Substitutions: See Section 016000 - Product Requirements.
- B. Thresholds: Comply with BHMA A156.21.
1. Provide threshold at each exterior door, unless otherwise indicated.
 2. Type: Flat surface.
 3. Material: Aluminum.
 4. Threshold Surface: Fluted horizontal grooves across full width.
 5. Field cut threshold to profile of frame and width of door sill for tight fit.
 6. Provide non-corroding fasteners at exterior locations.

2.09 WEATHERSTRIPPING AND GASKETING

- A. Manufacturers:
1. Pemko; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 2. Hager Companies; _____: www.hagerco.com/#sle.
 3. National Guard Products, Inc; _____: www.ngpinc.com/#sle.
 4. Reese Enterprises, Inc; _____: www.reeseusa.com/#sle.
 5. Zero International, Inc; _____: www.zerointernational.com/#sle.
 6. Substitutions: See Section 016000 - Product Requirements.
- B. Weatherstripping and Gasketing: Comply with BHMA A156.22.
1. Head and Jamb Type: Adjustable.
 2. Door Sweep Type: Encased in retainer.
 3. Material: Aluminum, with brush weatherstripping.
 4. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated.
 5. Provide door bottom sweep on each exterior door, unless otherwise indicated.

2.10 GATE LATCH

- A. Manufacturers:
- B. Gate Latch: Provide to secure a gate used for traffic control to prevent pedestrian traffic into an area, located on inside of gate with turn piece.
1. Material: Brass.

2.11 PADLOCKS

- A. Manufacturers:
1. Basis of Design: _____.
 2. Best, dormakaba Group; _____: www.bestaccess.com/#sle.
 3. Substitutions: See Section 016000 - Product Requirements.
- B. Padlocks: Solid extruded brass case with shackle that locks at heel and toe.
1. Shackle Height: 3/4 inch, and width of opening is 7/8 inch.
 2. Shackle Material: Brass.
 3. Shackle Diameter: 1/4 inch.
 4. Finish: 606 - Satin Brass.
 5. Keying: 7-pin SFIC (Small Format Interchangeable Core).
 6. Lock Functions:
 - a. Key retained (T).
 - b. Weather cover (WC).

2.12 SIGNAGE

- A. Manufacturers:
1. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 2. Substitutions: See Section 016000 - Product Requirements.

- B. Signage (Room Name Plates and Numbers): Provide on doors for individuals to easily identify room names and/or numbers.
 - 1. Text Required: "RESTROOM" with symbols and braille text.
 - 2. Material: In plastic or metal with paint used to create necessary text, adhered to door.

2.13 SILENCERS

- A. Manufacturers:
 - 1. Ives, an Allegion brand; _____: www.allegion.com/us/#sle.
 - 2. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
 - 3. Substitutions: See Section 016000 - Product Requirements.
- B. Silencers: Provide at equal locations on door frame to mute sound of door's impact upon closing.
 - 1. Single Door: Provide three on strike jamb of frame.
 - 2. Pair of Doors: Provide two on head of frame, one for each door at latch side.
 - 3. Material: Rubber, gray color.

2.14 FIRE DEPARTMENT LOCK BOX

- A. Manufacturers:
 - 1. Knox Company; Knox-Box Rapid Entry System, _____: www.knoxbox.com/#sle.
 - 2. Substitutions: See Section 016000 - Product Requirements.
- B. Fire Department Lock Box:
 - 1. Heavy-duty, surface mounted, solid stainless-steel box with hinged door and interior gasket seal; single drill resistant lock with dust covers and tamper alarm.
 - 2. Capacity: Holds 10 keys.
 - 3. Finish: Manufacturer's standard dark bronze.

2.15 FINISHES

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
 - 1. Primary Finish: 625; bright chromium plated over nickel, with brass or bronze base material (former US equivalent US26); BHMA A156.18.
 - 2. Secondary Finish: 626; satin chromium plated over nickel, with brass or bronze base material (former US equivalent US26D); BHMA A156.18.
 - a. Use secondary finish in kitchens, bathrooms, and other spaces containing chrome or stainless steel finished appliances, fittings, and equipment; provide primary finish on one side of door and secondary finish on other side if necessary.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Do not install surface mounted items until application of finishes to substrate are fully completed.
- D. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
 - 1. For Steel Doors and Frames: Install in compliance with DHI (LOCS) recommendations.
 - 2. Mounting heights in compliance with ADA Standards:
 - a. Locksets: 40-5/16 inch.
 - b. Push Plates/Pull Bars: 42 inch.
 - c. Deadlocks (Deadbolts): 48 inch.
- E. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel

countersunk screws.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing under provisions of Section 014000 - Quality Requirements.

3.04 ADJUSTING

- A. Adjust work under provisions of Section 017000 - Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.06 PROTECTION

- A. Protect finished Work under provisions of Section 017000 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION

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**SECTION 096723
RESINOUS FLOORING**

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes:
 - 1. High-performance resinous flooring systems.

1.02 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Data must state that moisture testing is not required
- B. Installer Certificates for Qualification: Signed by manufacturer certifying that installers comply with specified requirements.
- C. Material Certificates: For each resinous flooring component, from manufacturer.
- D. Material Test Reports: For each resinous flooring system.
- E. Maintenance Data: For maintenance manuals.
- F. Samples: Submit one sample of coating, indicating coating applied on horizontal surfaces. Sample shall illustrate transition from Resinous Flooring system. Provide sample which is a true representation of proposed field applied finish-created by the contractor; not laboratory applied finish. Provide minimum 12 feet by 4 feet field sample color and four (4) texture options for owner approval as a mockup at location designated by General Contractor for review and written approval prior to installation of any other areas.
- G. Product Schedule: For resinous flooring.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of flooring systems required for this Project.
 - 1. Engage an installer who is approved in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
 - 2. Installer Letter of Certification: Installer to provide letter stating that they have been in business for at least 10 years and listing 5 projects in the last 2 years of similar scope. For each project provide: project name, location, date of installation, contact information, size of project, and manufacturer of materials with system information.
- B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, from single source from single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- C. Pre-installation Conference: Conduct conference at Project site before work and mockups begin.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.05 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.

- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application unless manufacturer recommends a longer period.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by:
 - 1. The Sherwin Williams Company, Cleveland, OH. swflooring@sherwin.com
- B. Basis of Design: FasTop Multi Topfloor SL45
 - 1. Cove Base (Optional): FasTop Multi Cove Base, 15-20 linear feet per kit at 6" with 1" radius.
 - 2. Primer (Optional for outgassing): Resuflor Aqua 3477 at 250 sq. ft. per gallon.
 - 3. Slurry (1/4"): Fastop Multi SL45 @ 32-35 sq. ft. per unit.
 - 4. Broadcast: 5310 Dry Silica (20-40 mesh) into wet slurry.
 - 5. Topcoat: FasTop Multi T100, cementitious urethane topcoat, 15 mils.
 - 6. Total System Thickness 1/4" nominal.

2.02 MATERIALS

- A. VOC Content of Resinous Flooring: Provide resinous flooring systems, for use inside the weatherproofing system, that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24)].
 - 1. Resinous Flooring: 100 g/L.

2.03 HIGH-PERFORMANCE RESINOUS FLOORING

- A. Resinous Flooring: Abrasion-, impact- and chemical-resistant, high-performance, resin-based, monolithic floor surfacing designed to produce a seamless floor.
- B. System Characteristics:
 - 1. Color and Pattern: As indicated from manufacturers listed above.
 - 2. Slip Resistance: Provide slip resistant finish.

PART 3 EXECUTION

3.01 PREPARATION

- A. Inspection: Prior to commencing Work, thoroughly examine all underlying and adjoining work, surfaces and conditions upon which Work is in any way dependent for perfect results. Report all conditions which affect Work. No "waiver of responsibility" for incomplete, inadequate or defective underlying and adjoining work, surfaces and conditions will be considered, unless notice of such unsatisfactory conditions has been filed and agreed to in writing before Work begins. Commencement of Work constitutes acceptance of surfaces.
- B. USE ONLY MOISTURE INSENSITIVE SYSTEMS, that require no moisture testing and warranted by manufacturer. No systems allowed that require moisture testing.
- C. Only installers approved by the manufacturer in writing shall perform installation of the material.
- D. Surface Preparation: Remove all surface contamination, loose or weakly adherent particles, laitance, grease, oil, curing compounds, paint, dust and debris by blast track method or approved mechanical means (acid etch not allowed). If surface is questionable, try a test patch. Create a minimum surface profile for the system specified in accordance with the methods described in ICRI No. 03732 to achieve CSP 4.

3.02 ENVIRONMENTAL CONDITIONS

- A. All applicators and all other personnel in the area of the RF installation shall take all required and necessary safety precautions. All manufacturers' installation instructions shall be implicitly followed.
- B. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
- C. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after

substrates pass testing.

- D. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- E. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- F. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written instructions.

3.03 APPLICATIONS

- A. Install resinous floor over properly prepared concrete surface in strict accordance with the manufacturer's directions.
 - 1. Install the primer and/or base coats over thoroughly cleaned and prepared concrete.
 - 2. Install topcoat over flooring after excess aggregate has been removed.
 - 3. Maintain a slab temperature of 60°F to 80°F for 24 hours minimum before applying floor topping.
- B. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.
- C. Sealant: Saw cut resinous floor topping at expansion joints in concrete slab. Fill sawcuts with sealant prior to final seal coat application. Follow manufacturer's written recommendations.
- D. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- E. Slip Resistant Finish: Provide grit for slip resistance.
- F. Apply topcoats in number indicated for flooring system and at spreading rates recommended in writing by manufacturer.

3.04 COMPLETED WORK

- A. Cleaning: Upon completion of the Work, clean up and remove from the premises surplus materials, tools, appliances, empty cans, cartons and rubbish resulting from the Work. Clean off all spattering and drippings, and all resulting stains.
- B. Protection: Protect Work in accordance with manufacturer's directions from damage and wear during the remainder of the construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.
- C. Contractor shall insure that coating is protected from any traffic until it is fully cured to the satisfaction of the coating manufacturer.

END OF SECTION

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**SECTION 099123
INTERIOR PAINTING**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes surface preparation and the application of paint systems on [interior substrates.] [the following interior substrates:]
 - 1. Concrete.
 - 2. Clay masonry.
 - 3. Concrete masonry units (CMU).
 - 4. Steel.
 - 5. Cast iron.
 - 6. Galvanized metal.
 - 7. Aluminum (not anodized or otherwise coated).
 - 8. Wood.
 - 9. Gypsum board.
 - 10. Plaster.
 - 11. Spray-textured ceilings.
 - 12. Cotton or canvas insulation covering.
 - 13. ASJ insulation covering.
- B. Related Requirements:
 - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this section.
 - 2. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.
 - 3. Section 099300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on interior wood substrates.
 - 4. Section 099600 "High-Performance Coatings" for tile-like coatings.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Sustainable Design Submittals:
 - 1. Product Data for LEED 2009 Credit EQ 4.2: For paints and coatings, showing printed statement of VOC content.
 - 2. Laboratory Test Reports: For paints and coatings, indicating compliance with LEED 2009 Credit EQ 4.2 requirements for low-emitting materials.
- C. Samples for Initial Selection: For each type of topcoat product.
- D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- E. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Indicate VOC content.

1.04 CLOSEOUT SUBMITTALS

1. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials[, from the same product run,] that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Paint: [1 gal. (3.8 L)] of each material and color applied.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 1. Product name and type (description).
 2. Batch date.
 3. Color number.
 4. VOC content.
 5. Environmental handling requirements.
 6. Surface preparation requirements.
 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.07 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
 1. If suspected lead paint is encountered, do not disturb; immediately notify Architect and Owner.
- D. Lead Paint: Lead paint [is] [may be] present in buildings and structures to be painted. A report on the presence of lead paint is on file for review and use. Examine report to become aware of locations where lead paint is present.
 1. Do not disturb lead paint or items suspected of containing hazardous materials except under procedures specified.
 2. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide [Sherwin-Williams Company \(The\)](#); products indicated or comparable product from one of the following:
- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 1. Products are approved by manufacturer in writing for application specified.

2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.02 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and for interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Primers, Sealers, and Undercoaters: 200 g/L.
 4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 5. Floor Coatings: 100 g/L.
 6. Shellacs, Clear: 730 g/L.
 7. Shellacs, Pigmented: 550 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers."
- D. Colors: [As selected by Architect from manufacturer's full range] [Match Architect's samples] [As indicated in a color schedule] .
 1. [10] [20] [30] percent of surface area will be painted with deep tones.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Masonry (Clay and CMU): 12 percent.
 - c. Wood: 15 percent.
 - d. Gypsum Board: 12 percent.
 - e. Plaster: 12 percent.
 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 3. Plaster Substrates: Verify that plaster is fully cured.
 4. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
 - 1. Concrete Floors: Remove oil, dust, grease, dirt, and other foreign materials. Comply with SSPC-SP-13/NACE 6 or ICRI 03732.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer[.] [but not less than the following:]
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
 - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Aluminum Substrates: Remove loose surface oxidation.
- J. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards[and switch gear].
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.
 - h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - i. .
 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
 - i. .
 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.04 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.05 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.06 INTERIOR MICROBICIDAL PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces[and Clay Masonry]:
 - 1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
 - b. First Coat: Microbicidal Latex, interior, matching topcoat.
 - c. Topcoat: Microbicidal Latex, interior, eggshell:
 - 1) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
- B. CMU Substrates:
 - 1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Block Filler: [One or two coats as required:] Block filler, latex, interior/exterior:
 - 1) S-W Loxon Block Surfacer, A24W200, at 10.0 mils (0.254 mm) wet, 8.0 mils (0.203 mm) dry, per coat.
 - b. First Coat: Microbicidal Latex, interior, matching topcoat.
 - c. Topcoat: Microbicidal Latex, interior, eggshell:
 - 1) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat. Brush and roll application only.
- C. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 - 1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Prime Coat: Primer, latex, interior, anti-microbial:
 - 1) S-W PrepRite ProBlock Interior/Exterior Latex Primer/Sealer, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry.
 - b. First Coat: Microbicidal Latex, interior, matching topcoat.
 - c. Topcoat: Microbicidal Latex, interior, eggshell:
 - 1) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.
- D. [Gypsum Board] [Plaster] [and] [Spray-Texture Ceiling] Substrates:
 - 1. Microbicidal Latex Finish System: With topcoat EPA registered No. 64695-1.
 - a. Prime Coat: Primer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
 - b. First Coat: Microbicidal Latex, interior, matching topcoat.
 - c. Topcoat: Microbicidal Latex, interior, eggshell:
 - 1) S-W Paint Shield Interior Latex Eg-Shel Microbicidal Paint, D12W51, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry, per coat. Brush and roll application only.

3.07 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Nontraffic Surfaces[and Clay Masonry]:
 - 1. Latex System:
 - a. Prime Coat: Primer, latex, interior.

- 1) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, flat.
 - 1) S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - d. Topcoat: Latex, interior, low sheen.
 - 1) S-W ProMar 200 Zero VOC Latex Low Sheen Eg-Shel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - e. Topcoat: Latex, interior, eggshell.
 - 1) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat .
 - f. Topcoat: Latex, interior, semi-gloss.
 - 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat .
 - g. Topcoat: Latex, interior, gloss.
 - 1) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
2. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, interior, water based, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Light industrial coating, interior, water based, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 3. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 099600 "High-Performance Coatings."
 4. Concrete Stain System (Water-based) for Vertical Surfaces:
 - a. First Coat:
 - 1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
 - b. Second Coat:
 - 1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
- B. Concrete Substrates, Pedestrian Traffic Surfaces:
1. Latex Floor Enamel System:
 - a. First Coat: Floor paint, latex, slip-resistant, matching topcoat.
 - b. Topcoat: Floor paint, latex, slip-resistant, low gloss: S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.
 2. Clear Acrylic System, Gloss Finish:
 - a. First Coat:
 - 1) S-W H&C Clarishield Water-Based Wet-Look Concrete Sealer, at 100 to 200 sq. ft. per gal. (2.45 to 4.91 sq. m per liter).
 - b. Second Coat:
 - 1) S-W H&C Clarishield Water-Based Wet-Look Concrete Sealer, at 100 to 200 sq. ft. per gal. (2.45 to 4.91 sq. m per liter).
 3. Concrete Stain System (Water-based):
 - a. First Coat: Low-luster opaque finish:
 - 1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).

- b. Second Coat: Low-luster opaque finish:
 - 1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
 - 4. Epoxy and Urethane Coatings: Refer to Section 099600 "High-Performance Coatings."
 - 5. Epoxy- and Urethane- Based Aggregate-Filled Floor Surfacing: Refer to Section 09 67 23 "Resinous Flooring."
- C. CMU Substrates:
- 1. Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior:
 - 1) S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, flat:
 - 1) S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - d. Topcoat: Latex, interior, low sheen:
 - 1) S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - e. Topcoat: Latex, interior, eggshell:
 - 1) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
 - f. Topcoat: Latex, interior, semi-gloss:
 - 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - g. Topcoat: Latex, interior, gloss:
 - 1) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - 2. Water-Based Light Industrial Coating System:
 - a. Block Filler: Block filler, latex, interior/exterior:
 - 1) S-W PrepRite Block Filler, B25W25, at 75-125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, interior, water based, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Light industrial coating, interior, water based, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - 3. Concrete Stain System (Water-based):
 - a. First Coat:
 - 1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
 - b. Second Coat:
 - 1) S-W H&C Colortop Water-Based Solid Color Concrete Stain, at 50 to 300 sq. ft. per gal. (1.23 to 7.36 sq. m per liter).
 - 4. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 099600 "High-Performance Coatings."
 - 5. Epoxy and Urethane Coatings: Refer to Section 099600 "High-Performance Coatings."
- D. Metal Substrates (Aluminum, Steel, Galvanized Steel):
- 1. Latex System:
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
 - b. Intermediate Coat: Water-based acrylic, interior, matching topcoat.

- c. Topcoat: Water-based acrylic, semi-gloss:
 - 1) S-W Pro Industrial Acrylic Semi-Gloss Coating, B66-650 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
- d. Topcoat: Water-based acrylic, gloss:
 - 1) S-W Pro Industrial Acrylic Gloss Coating, B66-660 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
- 2. Water-Based Dry-Fall System:
 - a. Top Coat: Dry-fall latex, flat:
 - 1) S-W Pro Industrial Waterborne Acrylic Dryfall Flat, B42-181 Series, at 6.0 mils (0.152 mm) wet, 1.5 mils (0.038 mm) dry.
 - b. Top Coat: Dry-fall latex, eggshell:
 - 1) S-W Pro Industrial Waterborne Acrylic DryFall Eg-Shel, B42-82, at 6.0 mils (0.152 mm) wet, 1.9 mils (0.048 mm) dry.
 - c. Top Coat: Dry-fall latex, semi-gloss:
 - 1) S-W Pro Industrial Waterborne Acrylic DryFall Semi-Gloss, B42-83, at 5.8 mils (0.147 mm) wet, 2.3 mils (0.058 mm) dry.
- 3. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, interior, water based, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Light industrial coating, interior, water based, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
- 4. Two-Component Epoxy and Epoxy High Build Systems: Refer to Section 099600 "High-Performance Coatings."
- 5. Waterbased/Alkyd Urethane System:
 - a. Prime Coat:
 - 1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
 - b. Intermediate Coat: Water-based acrylic-alkyd, interior, matching topcoat.
 - c. Topcoat: Water-based alkyd-urethane, semi-gloss, interior:
 - 1) S-W Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
 - d. Topcoat: Water-based alkyd-urethane, gloss, interior:
 - 1) S-W Pro Industrial Waterbased Alkyd Urethane Gloss, B53-1050 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
- E. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 - 1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, eggshell:
 - 1) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
 - d. Topcoat: Latex, interior, semi-gloss:
 - 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - e. Topcoat: Latex, interior, gloss:

- 1) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 2. Waterbased/Alkyd Urethane System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W Premium Wall & Wood Primer, B28W8111, at 4.0 mils (0.102 mm) wet, 1.8 mils (0.046 mm) dry.
 - b. Intermediate Coat: Water-based alkyd-urethane, interior, matching topcoat.
 - c. Topcoat: Water-based alkyd-urethane, semi-gloss, interior:
 - 1) S-W Pro Industrial Waterbased Alkyd Urethane Semi-Gloss, B53-1150 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
 - d. Topcoat: Water-based alkyd-urethane, gloss, interior:
 - 1) S-W Pro Industrial Waterbased Alkyd Urethane Gloss, B53-1050 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
 3. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, interior, water based, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Light industrial coating, interior, water based, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 4. Two-Component Epoxy and Epoxy High Build Systems: Refer to Section 099600 "High-Performance Coatings."
- F. Wood Substrates, Pedestrian Traffic Surfaces:
1. Latex Floor Enamel System:
 - a. First Coat: Floor paint, latex, slip-resistant, matching topcoat.
 - b. Topcoat: Floor paint, latex, slip-resistant, low gloss:
 - 1) S-W ArmorSeal Tread-Plex, B90 Series, at 1.5 to 2.0 mils (0.038 to 0.051 mm) dry per coat.
- G. [Gypsum Board] [Plaster] [and] [Spray-Texture Ceiling] Substrates:
1. Latex System:
 - a. Prime Coat: Primer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, flat:
 - 1) S-W ProMar 200 Zero VOC Latex Flat, B30-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - d. Topcoat: Latex, interior, low sheen:
 - 1) S-W ProMar 200 Zero VOC Latex Low Sheen Enamel, B24-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - e. Topcoat: Latex, interior, eggshell:
 - 1) S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.
 - f. Topcoat: Latex, interior, semi-gloss:
 - 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
 - g. Topcoat: Latex, interior, gloss:
 - 1) S-W ProMar 200 Zero VOC Gloss, B21-12650 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 2. Water-Based Light Industrial Coating System:

- a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, interior, water based, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Light industrial coating, interior, water based, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K46-151 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
3. Two-Component Epoxy and Epoxy High Build Systems for Non-Traffic Surfaces: Refer to Section 099600 "High-Performance Coatings."

END OF SECTION

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**SECTION 099600
HIGH PERFORMANCE COATINGS**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems[.] on the following substrates:
 - 1. Exterior Substrates:
 - a. Concrete, horizontal surfaces.
 - b. Concrete masonry units (CMU).
 - c. Steel.
 - d. Galvanized metal.
 - e. Aluminum (not anodized or otherwise coated).
 - 2. Interior Substrates:
 - a. Concrete, [vertical] [and] [horizontal] surfaces.
 - b. Concrete masonry units (CMU).
 - c. Steel.
 - d. Galvanized metal.
 - e. Aluminum (not anodized or otherwise coated).
 - f. Gypsum board.
- B. Related Requirements:
 - 1. Section 051200 "Structural Steel Framing" for shop priming of metal substrates with primers specified in this Section.
 - 2. Section 055213 "Pipe and Tube Railings" for shop [priming] [painting] pipe and tube railings with coatings specified in this Section.
 - 3. Section 099113 "Exterior Painting" for special-use coatings and general field painting.
 - 4. Section 099123 "Interior Painting" for special-use coatings and general field painting.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Sustainable Design Submittals:
 - 1. Product Data for LEED 2009 Credit EQ 4.2: For paints and coatings, include printed statement of VOC content.
 - 2. Laboratory Test Reports for LEED 2009 Credit EQ 4.2: For paints and coatings, indicating compliance with requirements for low-emitting materials.
- C. Samples for Initial Selection: For each type of topcoat product indicated.
- D. Samples for Verification: For each type of coating system and in each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- E. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. VOC content.

1.04 CLOSEOUT SUBMITTALS

- A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials[, from the same product run,] that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: [1 gal. (3.8 L)] of each material and color applied.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 - 1. Product name and type (description).
 - 2. Batch date.
 - 3. Color number.
 - 4. VOC content.
 - 5. Environmental handling requirements.
 - 6. Surface preparation requirements.
 - 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.07 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
- E. Hazardous Materials: Hazardous materials including lead paint [are] [may be] present in buildings and structures to be painted. A report on the presence of known hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified.
 - 2. Perform preparation for painting of substrates known to include lead paint in accordance with EPA Renovation, Repair and Painting Rule and additional requirements of authorities having jurisdiction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide [Sherwin-Williams Company \(The\)](#); products indicated or comparable product from one of the following:

- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 - 1. Products are approved by manufacturer in writing for application specified.
 - 2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
 - 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.02 HIGH-PERFORMANCE COATINGS, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
 - 3. Provide products of same manufacturer for each coat in a coating system.
- B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall comply with VOC content limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC content limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Primers, Sealers, and Undercoaters: 200 g/L.
 - 4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 - 5. Floor Coatings: 100 g/L.
 - 6. Shellacs, Clear: 730 g/L.
 - 7. Shellacs, Pigmented: 550 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Service's "Standard Practice for the Testing of Volatile Organic Chemical Emissions from Various Sources Using Small Scale Environmental Chambers."
- D. Colors: [As selected by Architect from manufacturer's full range] [Match Architect's samples] [As indicated in color schedule] .

2.03 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify

suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.

1. Report in writing conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Concrete Masonry: 12 percent.
 - c. Gypsum Board: 12 percent.
 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 3. Plaster Substrates: Verify that plaster is fully cured.
- C. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
1. Clean surfaces with pressurized water. Use pressure range of [1500 to 4000 psi (10 350 to 27 580 kPa)] [4000 to 10,000 psi (27 580 to 68 950 kPa)] at 6 to 12 inches (150 to 300 mm).
 2. Abrasive blast clean surfaces to comply with SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."
- E. Masonry Substrates: Remove efflorescence and chalk. Do not coat surfaces if moisture content, or alkalinity of surfaces or if alkalinity of mortar joints exceeds that permitted in manufacturer's written instructions.
1. Clean surfaces with pressurized water. Use pressure range of [100 to 600 psi (690 to 4140 kPa)] [1500 to 4000 psi (10 350 to 27 580 kPa)] at 6 to 12 inches (150 to 300 mm).
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer[.] [but not less than the following:]
1. SSPC-SP 7/NACE No. 4, "Brush-Off Blast Cleaning."
 2. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
 3. SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
 4. SSPC-SP 10/NACE No. 2, "Near-White Blast Cleaning."
 5. SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning."
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.
- I. Aluminum Substrates: Remove loose surface oxidation.

3.03 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.04 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.05 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.06 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Concrete Substrates, Horizontal Surfaces:
 - 1. Pigmented Polyurethane over Epoxy Slip-Resistant Deck Coating System:
 - a. Prime Coat: Epoxy, gloss:
 - 1) S-W Armorseal 1000 HS, B67W2001 Series, at 3.0 to 5.0 mils (0.076 to 0.127 mm) dry, per coat.
 - b. Intermediate: Polyurethane, gloss matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:

- 1) S-W Armorseal HS Polyurethane, B65W220 Series, at 2.0 to 3.0 mils (0.051 to 0.076 mm) dry, per coat, with manufacturer's recommended slip-resistant aggregate.
- B. CMU Substrates:
1. Pigmented Polyurethane over High-Build Epoxy System:
 - a. Block Filler: Block filler, epoxy:
 - 1) S-W Cement-Plex 875 Acrylic Block Filler B42 Series, at 10 to 20 mils (0.254 to 0.508 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy, high-build, low gloss:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- C. Steel Substrates:
1. Pigmented Polyurethane System:
 - a. Prime Coat: Alkyd anti-corrosive, quick dry:
 - 1) S-W Pro-Cryl Universal Primer, B66-310 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 2. Pigmented Polyurethane over Epoxy System:
 - a. Prime Coat: Epoxy, high-build, low gloss:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 3. Pigmented Polyurethane over Epoxy Zinc-Rich Primer System:
 - a. Prime Coat: Primer, zinc-rich, epoxy:
 - 1) S-W Zinc Clad III HS 100, at 3.0 to 5.0 mils (0.076 to 0.127 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy, high-build, low gloss:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- D. Galvanized-Metal Substrates:
1. Pigmented Polyurethane over Vinyl Wash Primer System:
 - a. Prime Coat: Primer, vinyl wash:
 - 1) S-W DTM Wash Primer, B71Y1, at 0.7 to 1.3 mils (0.018 to 0.033 mm) dry, per coat.
 - b. First Topcoat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Second Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- E. Aluminum (Not Anodized or Otherwise Coated) Substrates:
1. Pigmented Polyurethane System:
 - a. Prime Coat: Primer, vinyl wash:
 - 1) S-W DTM Wash Primer, at 0.2 to 0.4 mils (0.005 to 0.010 mm) dry, per coat.

- b. First Topcoat: Polyurethane, two-component, pigmented, matching topcoat.
- c. Second Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.

3.07 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Concrete Substrates, Vertical Surfaces:
 - 1. Epoxy System:
 - a. Prime Coat: Epoxy, matching topcoat.
 - b. Topcoat: Epoxy, high-build, semi-gloss:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - 2. Epoxy-Modified Latex System:
 - a. Prime Coat: Epoxy-modified latex, interior, gloss matching topcoat.
 - b. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Eggshell, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - c. Topcoat: Epoxy-modified latex, interior, gloss:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - 3. Pre-Catalyzed Waterbased Epoxy System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W Loxon Concrete & Masonry Primer Sealer, A24W8300, at 8.0 mils (0.203 mm) wet, 3.2 mils (0.081 mm) dry.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Eggshell, K45 Series, at 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Epoxy-modified latex, interior, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46 Series, at 1.5 mils (0.038 mm) dry, per coat.
- B. Concrete Substrates, Horizontal Surfaces.
 - 1. Epoxy System:
 - a. Prime Coat: Epoxy, matching topcoat.
 - b. Topcoat: Epoxy, Gloss:
 - 1) S-W Armorseal 8100 Water Based Epoxy Floor Coating, B70 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- C. CMU Substrates:
 - 1. Epoxy System:
 - a. Block Filler:
 - 1) S-W Cement-Plex 875 Acrylic Block Filler B42 Series, at 10 to 20 mils (0.254 to 0.508 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy, matching topcoat.
 - c. Topcoat: Epoxy, high-build, semi-gloss:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - 2. Epoxy-Modified Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior:
 - 1) S-W Pro Industrial Heavy Duty Block Filler, B42W150, at 10 mils (0.254 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy-modified latex, interior, gloss, matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Eggshell, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.

- d. Topcoat: Epoxy-modified latex, interior, gloss:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- 3. Pre-Catalyzed Waterbased Epoxy System:
 - a. Block Filler: Block filler, latex, interior/exterior:
 - 1) S-W Pro Industrial Heavy Duty Block Filler, B42W150Series, at 10 mils (0.254 mm) dry, per coat.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Eggshell, K45 Series, at 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Epoxy-modified latex, interior, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46 Series, at 1.5 mils (0.038 mm) dry, per coat.
- D. Steel Substrates:
 - 1. Epoxy-Modified Latex System:
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) S-W Pro-Cryl Universal Primer, B66-310 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy-modified latex, interior, gloss matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Eggshell, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - d. Topcoat: Epoxy-modified latex, interior, gloss:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - 2. Pre-Catalyzed Waterbased Epoxy System:
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) S-W Pro-Cryl Universal Primer, B66-310 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Eggshell, K45 Series, at 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Epoxy-modified latex, interior, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46 Series, at 1.5 mils (0.038 mm) dry, per coat.
 - 3. Pigmented Polyurethane over Epoxy Primer System:
 - a. Prime Coat: Primer, epoxy, anti-corrosive, for metal:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - 4. Pigmented Polyurethane over Epoxy Zinc-Rich Primer System:
 - a. Prime Coat: Primer, zinc-rich, epoxy:
 - 1) S-W Zinc Clad III HS 100, at 3.0 to 5.0 mils (0.076 to 0.127 mm) dry, per coat.
 - b. Intermediate Coat: Primer, epoxy, anti-corrosive, for metal:
 - 1) S-W Macropoxy 646-100, B58-600 Series, B73-620 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.

- E. Galvanized-Metal Substrates:
1. Pre-Catalyzed Waterbased Epoxy System:
 - a. Prime Coat: Primer, rust-inhibitive, water based:
 - 1) S-W Pro-Cryl Universal Primer, B66-310 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Eggshell, K45 Series, at 1.5 mils (0.038 mm) dry, per coat.
 - d. Topcoat: Epoxy-modified latex, interior, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46 Series, at 1.5 mils (0.038 mm) dry, per coat.
 2. Pigmented Polyurethane System:
 - a. Prime Coat: Primer, vinyl wash:
 - 1) S-W DTM Wash Primer, B71Y1, at 0.7 to 1.3 mils (0.018 to 0.033 mm) dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- F. Aluminum (Not Anodized or Otherwise Coated) Substrates:
1. Pigmented Polyurethane System:
 - a. Prime Coat: Primer, vinyl wash:
 - 1) S-W DTM Wash Primer, B71Y1, at 0.7 to 1.3 mils (0.018 to 0.033 mm) dry, per coat.
 - b. Intermediate Coat: Polyurethane, two-component, pigmented, matching topcoat.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss:
 - 1) S-W Pro Industrial Waterbased Acrolon 100 Polyurethane, B65-720 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
- G. [Gypsum Board] [Plaster] Substrates:
1. Epoxy System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600, at 1.0 mils (0.025 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy, gloss matching topcoat.
 - c. Topcoat: Epoxy, semi-gloss:
 - 1) S-W Macropoxy 646-100, B58-600 Series, at 5.0 to 10 mils (0.127 to 0.254 mm) dry, per coat.
 2. Epoxy-Modified Latex System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600, at 1.0 mils (0.025 mm) dry, per coat.
 - b. Intermediate Coat: Epoxy-modified latex, interior, matching topcoat.
 - c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Eggshell, B73-360 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat.
 - d. Topcoat: Epoxy-modified latex, interior, gloss:
 - 1) S-W Pro Industrial Waterbased Catalyzed Epoxy Gloss, B73-300 Series, at 2.0 to 4.0 mils (0.051 to 0.102 mm) dry, per coat
 3. Pre-Catalyzed Waterbased Epoxy System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600, at 1.0 mils (0.025 mm) dry, per coat.

- b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
- c. Topcoat: Epoxy-modified latex, interior, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Eggshell, K45 Series, at 1.5 mils (0.038 mm) dry, per coat.
- d. Topcoat: Epoxy-modified latex, interior, semi-gloss:
 - 1) S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy Semi-Gloss, K46 Series, at 1.5 mils (0.038 mm) dry, per coat.

END OF SECTION

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**SECTION 101419
DIMENSIONAL LETTER SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dimensional letter signage.
- B. Illumination system.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Allowances:
 - 1. See Section 012100 - Allowances for cash allowances affecting this section.
 - 2. Include cash allowance for purchase and delivery but not installation.

1.03 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- B. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- C. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- D. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 879 - Electric Sign Components Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's product literature for each type of dimensional letter sign, indicating style, font, colors, locations, and overall dimensions of each sign.
- C. Shop Drawings:
 - 1. Include dimensions, locations, elevations, materials, text and graphic layout, and attachment details.
 - 2. Show locations of electrical service connections.
 - 3. Include diagrams for power, signal, and control wiring.
- D. Manufacturer's Installation Instructions: Include installation templates and attachment devices.
- E. Manufacturer's qualification statement.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package dimensional letter signs as required to prevent damage before installation.
- B. Store under cover and elevated above grade.
- C. Store tape adhesive at a normal room temperature of 68 to 72 degrees F.

1.07 FIELD CONDITIONS

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain minimum ambient temperature during and after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Dimensional Letter Signs:
 - 1. Fastsigns; <https://www.fastsigns.com/greenville-nc>
 - 2. Signs Now Greenville; <https://www.signsnow.com/greenville>

3. Signworks Inc.; <https://signworks.us/>

2.02 REGULATORY REQUIREMENTS

- A. Accessibility Requirements: Comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most restrictive requirements.

2.03 DIMENSIONAL LETTERS

- A. Plastic Letters:
 1. Material: Injection molded plastic.
 2. Thickness: 1/8 inch minimum.
 3. Letter Height: Coordinate with Owner.
 4. Text and Typeface:
 - a. Character Font: Coordinate with Owner.
 5. Finish: As selected by Architect from manufacturer's full range.
 6. Color: Coordinate with Owner.
 7. Mounting: Concealed or exposed screws.
 8. Illumination System: Illuminated embossed panel box letters.
 - a. Provide products that are listed and labeled as complying with UL 879, where applicable.
 - b. Power: 120 V, 60 Hz, 1 phase, 15 A.

2.04 ACCESSORIES

- A. Concealed Screws: Noncorroding metal; stainless steel, galvanized steel, chrome plated, or other.
- B. Exposed Screws: Stainless steel.
- C. Electrical Components and Devices: Listed and labeled as defined in NFPA 70 by a qualified testing agency.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that electrical service is correctly sized and located to accommodate dimensional letter signs.
- C. Notify Architect if conditions are not suitable for installation of signs; do not proceed until conditions are satisfactory.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install with horizontal edges level.
- C. Locate dimensional letter signs and mount at heights indicated on drawings and in accordance with ADA Standards and ICC A117.1.
- D. Protect from damage until 01-22-2024; repair or replace damaged items.

END OF SECTION

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**SECTION 129000
STADIUM SEAT COVERS**

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements for stadium seat covers including materials, installation, and related work as indicated on the drawings and specified herein.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.03 REFERENCES

- A. Applicable references include:
- B. [List relevant references or standards if applicable]

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Stadium seat covers shall be of high-quality materials suitable for outdoor use in the intended environment. Materials shall be resistant to fading, weathering, and damage from UV radiation.
- B. Provide color and material samples for approval by the Architect or Engineer prior to procurement and installation.

2.02 FABRICATION

- A. Fabricate stadium seat covers to the dimensions and specifications indicated on the drawings.
- B. Ensure proper stitching, seaming, and reinforcement to withstand the stresses and strains of use in a stadium environment.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that the substrate and existing seating structure are in suitable condition to receive seat covers. Any defects or deficiencies in the substrate should be corrected prior to installation.

3.02 INSTALLATION

- A. Install stadium seat covers in accordance with the manufacturer's recommendations and approved shop drawings.
- B. Ensure proper alignment and tension to avoid wrinkles or sagging while maintaining a neat and uniform appearance.
- C. Securely attach seat covers to the seating structure using approved methods. Ensure that attachment points are evenly distributed to prevent stress concentrations.

3.03 CLEANING AND MAINTENANCE

- A. Provide maintenance guidelines to the Owner, including cleaning procedures and recommended cleaning agents for the seat covers.
- B. Advise the Owner on the frequency of cleaning and maintenance required to preserve the appearance and longevity of the seat covers.

3.04 WARRANTY

- A. The Contractor shall provide a warranty for the stadium seat covers for a specified period (e.g., 5 years) from the date of substantial completion. The warranty shall cover defects in materials and workmanship, including fading, tearing, and UV damage.
- B. During the warranty period, the Contractor shall promptly address and rectify any issues covered under the warranty at no additional cost to the Owner.

END OF SECTION

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**SECTION 133416
BLEACHERS SPECIFICATION PART**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Perminant Open Deck Bleacher Seating includes, multiple-tiered seating rows of seats, deck components, understructure that permits raising or lowering (Tip & Roll) without requiring dismantling, into a used mobile or stored configuration.
 - 1. Typical applications include the following:
 - a. Multiple bleacher seating sections used concurrently. (A seating bank)
- B. Qualifications and Capabilities:
 - 1. BIDDER QUALIFICATIONS:
 - a. Bidders are further advised that only standard production models or standard options will be acceptable for award. Equipment offered shall be currently manufactured on an active assembly line. The Owner is only interested in proven equipment; provided, installed, and serviced by Authorized Dealers capable of providing references.
 - 2. SERVICE CAPABILITY:
 - a. The Bleacher Contractor must be able to show proof of full time service capability by factory certified technicians directly employed by the Bleacher Contractor. Sub-Contractors of the Bleacher Contractor or Factory Technicians located outside of the State do not qualify under this service response requirement. Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are a requirement of this Invitation to Bid. The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in this regard. A four (4) to eight (8) hour maximum on-site repair response is required during normal working hours, 8 a.m. to 5 p.m. weekdays (excluding holidays) All Full Time Service Personnel shall be Factory Authorized and Trained. Proof of Service Capability along with a listing of service parts regularly maintained in inventory shall be provided along with the Invitation for Bid. Failure to provide this information shall result in rejection of bid.

1.02 REFERENCE

- A. International Building Code (IBC)
- B. ICC 300 – Standard for Bleachers, Folding and Telescopic Seating and Grandstands
- C. Aluminum Association (AA):
- D. AA - Aluminum Structures, Construction Manual Series.
- E. American Society for Testing Materials (ASTM):
- F. ASTM - Standard Specification for Properties of Materials.
- G. National Forest Products Association (NFoPA):
- H. NFoPA - National Design Specification for Wood Construction.
- I. Southern Pine Inspection Bureau (SPIB):
- J. SPIB - Standard Grading Rules for Southern Pine.

1.03 NATIONAL BUREAU OF STANDARDS/PRODUCTS STANDARD (NBS/PS):

- A. PS1 - Construction and Industrial Plywood.
- B. Americans with Disability Act (ADA)
- C. ADA - Standards for Accessible Design.

1.04 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install outdoor bleacher seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each gym seat unit.
 - 1. Design Loads: Comply with ICC 300 – 2012 Edition
- B. Manufacturer's System Design Criteria:

1. Outdoor seat assembly; Design to support and resist, in addition to it's own weight, the following forces:
 2. Live load of 120 lbs per linear foot [162.69 N/m] on seats and decking
 3. Uniformly distributed live load of not less than 100 lbs per sq. ft. [135.58N/m] of gross horizontal projection.
 4. Parallel sway load of 24 lbs. [32.53 N/m] per linear foot of row combined with (b.) above
 5. Perpendicular sway load of 10 lbs. [13.56 N-m] per linear foot of row combined with (b.) above
- C. Member Sizes and Connections: Design criteria (current edition) of the following shall be the basis for calculation of member sizes and connections:
1. AA: Specification for Aluminum Structures
 2. NFOPA: National Design Guide For Wood Construction.

1.05 SUBMITTALS

- A. Section Cross-Reference: Required submittals in accordance with "Conditions of the Contract" and Division 1 General Requirements sections of this "Project Manual."
- B. Project Data: Manufacturer's product data for each system. Include the following:
1. Project list: Ten(10) seating projects of similar size, complexity and in service for at least five (5) years.
 2. Deviations: List of deviations from these project specifications, if any.
- C. Shop Drawings: Indicate Portable Bleacher Seat assembly layout. Show seat heights, row spacing and rise, and locations, assembly dimensions, material types and finishes..
1. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors
- D. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer,
- E. Installer Qualifications: Installer qualifications indicating capability, experience, and official Certification Card issued by manufacturer of bleacher seating.

1.06 OPERATING/MAINTENANCE MANUALS: PROVIDE TO OWNER MAINTENANCE MANUALS. DEMONSTRATE OPERATING PROCEDURES, RECOMMENDED MAINTENANCE AND INSPECTION PROGRAM.

- A. Warranty: Manufacturers standard warranty documents.

1.07 QUALITY ASSURANCE

- A. Seating Layout: Comply with ICCA 300 -2012 Standard for Bleachers, Open bleacher seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- B. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
- C. Workers Compensation - including Employers Liability with the following limits:
1. \$500,000.00 (US) Each Accident
 2. \$500,000.00 (US) Disease - Policy Limit
 3. \$500,000.00 (US) Disease - Each Employee
- D. Commercial General Liability - including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$5,000,000.00 (US).
- E. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescoping gym seat types similar to types required for this project and who carries an official Certification Card issued by telescoping gym seat manufacturer.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver product fully assembled or Select Field Assembly;
- B. Deliver outdoor bleacher seats in manufacturers packaging clearly labeled with manufacturer name and content.
- C. Handle seating equipment in a manner to prevent damage.
- D. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating on site.

1.09 PROJECT CONDITIONS

- A. Field Measurements: Coordinate actual dimensions of construction affecting portable bleachers installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.10 WARRANTY

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for outdoor bleachers. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
 - 1. Warranty Period: Five years from Date of Acceptance.
 - 2. Beneficiary: Issue warranty in legal name of project Owner.
 - 3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

1.11 MAINTENANCE AND OPERATION

- A. Instructions: Both operation and maintenance shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
 - 1. Operation of the Seating System shall be supervised by responsible personnel who will assure that the operation is in accordance with the manufacturer's instructions.
 - 2. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
 - 3. An annual inspection and required maintenance of each seating system shall be performed to assure safe conditions. At least biannually the inspection shall be performed by a professional engineer or factory qualified service personnel.

PART 2 – PRODUCTS EDITORS NOTE:

2.01 MANUFACTURERS

- A. Manufacturer (BOD): Belson Outdoors
 - 1. Address: 627 Amersale Drive, Naperville, IL 60563
 - 2. Telephone: (800) 323-5664 ext. 60225; Fax: (207) 676-9690
 - 3. Contact: Vickie Nitto (vickie@belson.com)
 - 4. Product: Bleacher, 10 Row x 33'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 17" Front Row Seat Height, 8" Rise, 24" Tread), Aluminum Frame, Double Footboards, Aluminum Picket Guardrail, Aisle, 4 ADA Accessible Spots On First Row
 - 5. Model: BD-U1033V
 - 6. Dimensional Data: In-Use:
 - a. 10 Row x 33'-0"L, (10" Nominal Seat Planks, 10" Nominal Tread Planks, 17" Front Row Seat Height, 8" Rise, 24" Tread),
 - b. Seat Type: Aluminum bleacher seats throughout.
 - 7. Product Description/Criteria
 - a. Bank Length: Ref. Drawings
 - b. Number of Tiers: Number of Tiers: Ref Drawings
 - c. Row Spacing(s): Ref Drawings
 - d. Used Dimension: Ref Drawings
 - e. Stored Dimension: N/A
 - f. Overall Unit Height: Ref Drawings
 - g. Net Capacity per seat (18" [457]): Ref Drawings
- B. Miscellaneous Product Accessories:
 - 1. Seat Numbers
 - 2. Row numbers
 - 3. Splice (PR) 2x10 With Hardware
 - 4. Splice 1x4, 1x6 And 1x8 Riser With Hardware
 - 5. Internal Pipe Splice For 1 1/4" Pipe With Pop Rivets

6. X-Brace Angle And Flat Bar, 3'-6 1/2", With Hardware
 7. X-Brace Angle And Flat Bar, 3'-9 3/4", With Hardware
 8. X-Brace Angle And Flat Bar, 3'-2", With Hardware
- C. Other Acceptable Manufacturers: Will be considered if in compliance with these specifications. Deviations must be submitted with bid in order that a fair and proper evaluation be made. Those bidders not submitting a list of deviations will be presumed to have bid as specified.

2.02 MATERIALS

- A. Lumber: ANSI/Voluntary Product 20, B & B Southern Pine
- B. Plywood: ANSI/Voluntary Product PS1, APA A-C Exterior Grade.
- C. Uncoated Aluminum Strip: Seat Risers: Aluminum Alloy 5052, ASTM B209
- D. Structural Tubing: Aluminum 6061 T6, ASTM B221-13
- E. Fasteners: Vibration-proof, of size and material standard with manufacturer.

2.03 UNDERSTRUCTURE FABRICATION

- A. Frame System: Ref Drawings and Manufacturer's Shop Drawings
- B. Deck System: Ref Drawings and Manufacturer's Shop

2.04 SEAT FABRICATION:

- A. Aluminum Bleacher Seats: Ref Drawings and Manufacturer's Shop Drawings

2.05 SHOP FINISHES

- A. Aluminum Finish: per Manufacturer's standards and practices.

2.06 FASTENINGS

- A. Structural Connections: per Manufacturer's standards and practices.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify area to receive Outdoor Bleacher Seating are free of impediments interfering with installation and condition of installation substrates are acceptable to receive Outdoor Open Deck Bleacher System in accordance with Outdoor Open Deck Bleacher System manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with Outdoor Open Deck Bleacher System manufacturer's recommendations for product installation requirements.
- B. General: Manufacturer's Certified Installers to install outdoor bleacher seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of outdoor bleacher seats and for permanent attachment to adjoining construction.

3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, test and adjust each Outdoor Open Deck Bleacher System assembly to operate in compliance with manufacturer's operations manual.
- B. Cleaning: Clean installed Outdoor Open Deck Bleacher System on both exposed and semi-exposed surfaces. Touch-up finishes restoring damage or soiled surfaces.

3.04 PROTECTION

- A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure outdoor bleacher seats are without damage or deterioration at time of substantial completion.

END OF SECTION

**SECTION 133500
SHIPPING CONTAINER MODULAR CONSTRUCTION**

PART 1 GENERAL

1.01 SCOPE

- A. THIS SPECIFICATION WILL COVER THE DESIGN, CONSTRUCTION, MATERIALS, TESTING AND INSPECTION PERFORMANCES OF 40' X 8' X 8'6" ISO 1AA TYPE STEEL DRY CARGO CONTAINERS.
- B. This specification will cover the design, construction, materials, testing and inspection performances of 40' x 8' x 8'6" ISO 1AA type steel dry cargo containers.

1.02 SUBMITTALS

- A. Shop drawings of final container design based on Construction Documents.
- B. Shop Drawings: Indicate rough and actual opening dimensions, anchorage methods, hardware locations, and installation details.

1.03 OPERATIONAL ENVIRONMENT

- A. The container will be designed and constructed for carriage of general cargo by marine (on or below deck), road and rail throughout the world. All materials used in the construction will be to withstand extremes of temperature range from -30OC (-22OF) to +80OC (+176OF) without effect on the strength of the basic structure and watertightness.

1.04 STANDARDS AND REGULATIONS

- A. The container will satisfy the following requirements and regulations in their latest editions, unless otherwise mentioned in this specification.
- B. ISO Container Standards (1AA type)
 - 1. **ISO 668**-- Series 1 freight containers - Classification external dimensions and ratings
 - 2. **ISO 830** -- Terminology in relation to freight container
 - 3. **ISO 1161** -- Series 1 freight containers - Corner fittings Specification
 - 4. **ISO 1496-1** -- Series 1 freight containers - Specification and testing, part 1: General cargo containers for general purposes
 - 5. **ISO 6346**-- Freight containers - coding, identification and marking
- C. T.I.R. Certification
 - 1. All the containers will be certified and comply with "The Customs Convention on the International Transport of Goods under the cover of T.I.R. Carnets." or "The Customs Convention on Containers."
- D. C.S.C. Certification
 - 1. All the containers will be certified and comply with the requirements of the "International Convention for the Safe Containers."
- E. T.C.T. Certification
 - 1. All exposed wooden components used for container will be treated to comply with the requirements of "Cargo Containers - Quarantine Aspects and Procedures" of the Commonwealth Department of Health, Australia.
- F. Classification society
 - 1. All the containers will be certified for design type and individually inspected by classification society which will be nominated by the buyer in written before production.

1.05 HANDLING

- A. The container will be constructed to be capable of being handled without any permanent deformation under the following conditions:
 - 1. Lifting, full or empty, at top corner fittings vertically by means of spreaders fitted with hooks, shackles or twistlocks.
 - 2. Lifting, full or empty, at bottom corner fittings using slings with terminal fittings at any angles between vertical and 30 degrees to the horizontal.

1.06 TRANSPORTATION

- A. The container will be constructed to be suitable for transportation in the following modes:
1. **Marine** - In the ship cell guides of vessels, seven (7) high stacked with MGW 30,480kg. On the deck of vessels, four (4) high stacked and secured by vertical and diagonal wire lashings.
 2. **Road** - On flat bed or skeletal chassis, secured by twistlocks or equivalent at the bottom corner fittings.
 3. **Rail** - On flat cars or special container cars secured by twistlocks or equivalent at the bottom corner fittings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. 805 Container Co. - Shipping Container Fabricator - <https://www.805containerco.com/> - Preston Maloney (prestonmaloney@yahoo.com)
- B. Falcon Structures - Shipping Container Fabricator - <https://www.falconstructures.com> - Stephen Shang (stephen@falconstructures.com)

PART 3 DIMENSIONS AND RATINGS

3.01 EXTERNAL DIMENSIONS

LENGTH	12,192 + 0MM	40'	+0
	-10MM		-3/8"
WIDTH	2,438 + 0MM	8'	+0
	-5MM		-3/16"
HEIGHT	2,591 + 0MM	8'-6"	+0
	-5MM		-3/16"

- A. No part of the container will protrude beyond the external dimensions mentioned above.
- B. Maximum allowable differences between two diagonals on anyone of the following surfaces will be as follows:

ROOF, BOTTOM AND SIDE DIAGONALS	19MM	3/4"
FRONT AND REAR DIAGONALS	10MM	3/8"

3.02 INTERNAL DIMENSIONS

LENGTH	12,034 + 0MM	39' 5 13/16'	+0
	-10MM		-25/64"
WIDTH	2,352 + 0MM	7' 8 19/32'	+0
	-5MM		-3/16"
HEIGHT	2,393 + 0MM	7' 5 49/64"	+0
	-5MM		-3/16"

3.03 DOOR OPENING DIMENSIONS

LENGTH	2,340 + 0MM	7' 8 1/8"	+0
	-5MM		-3/16"
WIDTH	2,280 + 0MM	7' 5 49/64"	+0
	-5MM		-3/16"

3.04 INTERNAL CUBIC CAPACITY (NOMINAL)

VOLUME	67.7 CU. M.	2,390 CU. FT.
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3.05 GOOSENECK TUNNEL

LENGTH	3,315 MM	10' 10 33/64"
WIDTH	1,029 +3MM	3'-4 1/2" +1/8"
	-0MM	-0
HEIGHT	120 +0MM	4 23/32" +0
	-3MM	-1/8"

A. RATINGS

MAX GROSS WEIGHT	30,480 kgs	67,200 lbs
TARE WEIGHT (DESIGN) (T)	3,600 kgs	7,935 lbs
MAX PAYLOAD (P)	26,880 kgs	59,265 lbs
TARE WEIGHT TOLERANCE 2%		

PART 4 MATERIALS

4.01 GENERAL

A. The following materials will be used in the construction of containers.

4.02 PART SPECIFICATION

	PARTS	MATERIALS BY JIS
	ROOF PANELS DOOR PANELS SIDE PANELS FRONT PANELS BOTTOM SIDE RAILS CROSS MEMBERS GOOSENECK TUNNEL REAR CORNER POSTS (OUTER) DOOR SILL 1.) DOOR HEADER DOOR VERTICAL FRAMES DOOR HORIZONTAL FRAMES TOP SIDE RAILS FRONT CORNER POSTS FRONT BOTTOM END RAIL (UPPER) FRONT TOP END RAIL UPPER & LOWER PLATES OF FORKLIFT POCKETS	ANTI-CORROSIVE STEEL: CORTEN A, SPA-H, B480 OR EQUIVALENT MATERIAL Y.P. : 35 KG/SQ. MM T.S. : 49 KG/SQ. MM
	2.) FRONT BOTTOM END RAIL (LOWER)	STRUCTURAL STEEL: SS400 Y.P. : 25 KG/SQ.MM T.S. : 41 KG/SQ.MM
	3.) REAR CORNER POSTS (INNER)	ROLLED HIGH TENSILE STEEL: SM490A OR EQUIVALENT MATERIAL Y.P. : 33 KG/SQ. MM T.S. : 50 KG/SQ. MM
	4.) DOOR LOCKING BARS	STRUCTURAL STEEL ROUND PIPE: STK41 Y.P. : 24 KG/SQ. MM T.S. : 41 KG/SQ. MM
	5.) CORNER FITTING	CASTED WELDABLE STEEL: SCW480 Y.P. : 28 KG/SQ. MM T.S. : 49 KG/SQ. MM
	6.) LOCKING GEAR CAMS AND KEEPERS	FORGED WELDABLE STEEL: S20C Y.P. : 23 KG/SQ. MM T.S. : 44 KG/SQ. MM
	7.) DOOR HINGE PINS DOOR GASKET RETAINER	STAINLESS STEEL: SUS304
	8.) DOOR GASKET	EPDM
	9.) FLOOR BOARD	HARDWOOD PLYWOOD, MIN.19-PLY
	10.) VENTILATOR	ABS RESIN LABYRINTH TYPE
	Y.P. - YIELDING POINT T.S. - TENSILE STRENGTH	

PART 5 CONSTRUCTION

5.01 GENERAL

- A. The container will be constructed with steel frames, fully vertical-corrugated steel sides and front wall, horizontal-corrugated steel double doors at rear end, die-stamped steel roof and corner fittings.
- B. All welds of exterior including the base frames will be continuous welding using CO₂ gas, but inner part of each bottom side rail will be fastened by staggered stitch welding.
- C. Interior welds - when needed - will be stitched with a minimum length of 15mm.
- D. Gaps between adjacent components to be welded will not exceed 3mm or the thickness of the parts being welded.
- E. Chloroprene or waterborne sealant is to be applied at periphery of floor surface and inside unwelded seams, butyl sealant is used to caulk at invisible seam of floor joint area and between door gasket and frame.
- F. The wooden floor will be fixed to the base frames by zinc plated self-tapping screws.

5.02 PROTRUSION

- A. The plane formed by the lower faces of the bottom side rails and all transverse members shall be positioned by 12.5mm +5/-1.5mm above the plane formed by the lower faces of the bottom corner fittings.
- B. The top corner fittings are to protrude a minimum of 6mm above the highest point of the roof.
- C. The outside faces of the corner fittings will protrude from the outside faces of the corner posts by nominal 4mm.
- D. The outside faces of the corner fittings will protrude from the outside faces of the sides and front wall by nominal 8mm.
- E. Under maximum payload, no part of the container will protrude below the plane formed by the lower faces of the bottom corner fittings at the time of maximum deflection.
- F. Under 1.8 x maximum gross weight, no part of the container will protrude more than 6.0mm below the plane formed by the lower faces of the bottom corner fittings at the time of maximum deflection.

5.03 CORNER FITTINGS

- A. The corner fittings will be designed in accordance with ISO 1161 (Amd.1990) and manufactured at the works approved by classification society.

5.04 BASE FRAME STRUCTURE

- A. Base frame will be composed of two (2) bottom side rails, twenty-eight (28) cross members, a set of forklift pockets(empty lifting) and a gooseneck tunnel

5.05 BOTTOM SIDE RAIL

- A. Each bottom side rail is built of 52x30x155x28x4.5mm thick cold-formed double "Z" section steel made in one piece. The lower flange of the bottom side rail is outward so as to facilitate easy removal of the cross members during repair and of less susceptible corrosion.Reinforcement plates are to be made of 4.0mm thick angle section steels. The angle steels are welded to bottom corner fitting.

5.06 CROSS MEMBER

- A. The cross members are made of pressed channel section steel with a dimension of 45x122x45x4.0mm for the normal areas and 75x122x45x4.0mm for the floor butt joints. The cross members are placed fully to withstand floor strength and welded to each bottom side rail.Three (3) pieces of 4.0mm gussets to be fully welded at each inside of floor joint cross-member.

5.07 GOOSENECK TUNNEL

- A. The gooseneck tunnel consists of 4.0mm thick pressed hat section steel plate, twelve 4.5mm thick pressed channel section bows which are welded to the top plate, one 4.5mm thick opened section tunnel rear bolster reinforced by four gussets, and sixteen 4.0mm thick tunnel outriggers. The gooseneck tunnel is designed in accordance with ISO requirements.

5.08 FORKLIFT POCKETS (ONLY FOR EMPTY LIFTING)

- A. Each forklift pocket is built of 3.0mm thick full depth flat steel top plate and two 200mm deep x 6.0mm thick flat lower end plates between two channel section cross members. The one set of forklift pockets is designed in accordance with ISO requirements.

5.09 FLOORING

- A. The floor will consist of twelve pieces plywood boards, floor center rail, and self-tapping screws.

5.10 FLOOR

- A. The wooden floor to be constructed with 28mm thick min. 19-ply hardwood plywood boards which is the first three layers on top/bottom the grain should be in longitudinal direction are laid longitudinally on the transverse members and the floor centre rail of 4.0mm thick flat bar painted with internal paint system. The floorboards are tightly secured to each member by self-tapping screws, and all butt joint areas and peripheries of the floorboards are caulked with sealant.

1.)	Wood species	Apitong ,Tropical combination hardwood plywood or bamboo, or wood composite.
2.)	Glue	Phenol-formaldehyde resin.
3.)	Treatment	
	a.) Preservative	MEGANIUM 2000 or others in accordance with Australian Health Department Regulations.
	b.) Average moisture content	will be 12% before installation

5.11 SELF TAPPING SCREW

- A. Each floor board is fixed to the transverse members by zinc plated self-tapping screws that are 8.0mm dia. shank x 16mm dia. head x 45mm length, and fastened by four screws per cross member but five screws at joint areas. Screw heads are to be countersunk through about 2mm below the floor top surface.

5.12 REAR FRAME STRUCTURE

- A. The rear frame will be composed of one door sill, two corner posts, one door header and four corner fittings, which will be welded together to make the door-way.

5.13 DOOR SILL

- A. The door sill to be made of a 4.5mm thick pressed open section steel is reinforced by four internal gussets at the back of each locking cam keeper location. The upper face of the door sill has a 10mm slope for better drainage. A 200 x 75mm section is cut out at each end of the door sill and reinforced by a 200 x 75mm channel steel as a protection against handling equipment damages.

5.14 REAR CORNER POST

- A. Each rear corner post of hollow section is fabricated with pressed, 6.0mm thick, steel outer part and 40x113x10mm hot-rolled channel section steel inner part, which are welded continuously together to ensure a maximum width of the door opening and to give a sufficient strength against stacking and racking forces. Four (4) sets of hinge pin lugs are welded to each rear corner post.

5.15 DOOR HEADER

- A. The door header is constructed with a 4.0mm thick pressed "U" section steel outer part having four internal gussets at the back of each locking cam keeper location and a 3.0mm thick pressed steel inner part, which are formed into box section by continuous welding.

5.16 DOOR

- A. Each container will have double wing doors at rear end frame, and each door will be capable of swinging approximately 270 degrees.
- B. Each door is constructed with 3.0mm thick pressed channel section steel horizontal frames for the top and bottom, 100x50x3.2mm rectangular hollow section vertical frames for the post side and center side of door respectively, 2.0mm thick horizontally corrugated steel door panel,

which are continuously welded within frames.

- C. Two sets of galvanized locking assemblies which is the same model with "SL-F/1" 、 "HH-ET" or "SJ-66M" with steel handles (two point custom sealing system) are fitted to left door (right door only one set) wing using high tensile zinc plated steel bolts according to TIR requirements. Locking bar retainers are fitted with nylon bushings at the top, bottom and intermediate bracket. The locking handle would be forged type for left door leaf, while the right door locking handle is longer pressed handle, a small rubber grip(can just be some black rubber tube / hose with 200mm length) must be applied on the door handle. Locking gears should be assembled after painting and not to be painted.
- D. The left-hand door can not be opened without opening the right-hand door when the container is sealed in accordance with TIR requirements.
- E. The door hold-back of nylon rope is provided to the centre locking bar on each door and a hook of steel bar is welded to each bottom side rail.
- F. Each door is suspended by four hinges provided with stainless steel pins, self-lubricating nylon bushings and brass washers, which are placed at the hinge lugs of the rear corner posts.

5.17 ROOF STRUCTURE

- A. The roof will be constructed with eleven five-corrugated (die-stamped) steel panels and four corner protection plates.

5.18 ROOF PANEL

- A. The roof panel is constructed with 2.0mm thick die-stamped steel sheets having about 5.0mm upward smooth camber, which are welded together to form one panel and continuously welded to the top side rails and top end rails. All overlapped joints of inside unwelded seams are caulked with sealant.

5.19 PROTECTION PLATE

- A. Each corner of the roof in the vicinity of top corner fitting is reinforced by 3.0mm thick rectangular steel plate to prevent the damage caused by mishandling of lifting equipment.

5.20 TOP SIDE RAIL

- A. Each top side rail is made of a 60x60x3.0mm thick square hollow section steel.

5.21 SIDE WALL

- A. The trapezium section side wall is constructed with 1.6mm thick fully vertically continuous-corrugated steel panels at the intermediate area and both ends which are butt welded together to form one panel and continuously welded to the side rails and corner posts. All overlapped joints of inside are caulked with sealant.

5.22 FRONT STRUCTURE

- A. Front end structure will be composed of one bottom end rail, two corner posts, one top end rail, four corner fittings and an end wall, which are welded together.

5.23 BOTTOM END RAIL

- A. The bottom end rail is made of 60x60x3.0mm full width square hollow section, and reinforced by four stiffener plates. In which two 6.0mm thick plates are welded with gooseneck tunnel end and other two 9.0mm thick plates are welded with bottom corner fittings, two 3.0mm thick pressed angle section steel plates for floor board support.

5.24 FRONT CORNER POST

- A. Each corner post is made of 6.0mm thick pressed open section steel in a single piece, and designed to give a sufficient strength against stacking and racking forces.

5.25 TOP END RAIL

- A. The top end rail is constructed with 4.0mm thick "Z" section pressed steel.

5.26 FRONT WALL

- A. The trapezium section front wall is constructed with 2.0mm thick vertically corrugated steel panels, butt welded together to form one panel, and continuously welded to front end rails and corner posts. All overlapped joints of inside are caulked with sealant.

5.27 FRONT CORNER POST FLOOR SUPPORT

- A. Front corner post floor support to be made of polypropylene. The colour of polypropylene is gray.

5.28 SPECIAL FEATURE

5.29 CUSTOMS SEAL PROVISIONS

- A. Customs seal and padlock provisions are made on each locking handle retainer to cover the sealed area in accordance with TIR requirements.

5.30 LASHING FITTINGS

- A. Ten (10) Φ 12 lashing hoop rings are welded to each top and bottom side rail at recessed corrugations of side panels but not extruded any cargo space (total 40 rings). Each lashing point is designed to provide a "1,500 kgs pull load in any direction" without any permanent deformation of lashing ring and surrounding area.
- B. Two (2) Φ 10 lashing rods are welded to each corner post. Each lashing rod on the corner post is designed to provide a "1,000 kgs pull load in any direction" without any permanent deformation.

5.31 SHORING SLOT

- A. A shoring slot, having a size of 60mm width x 40mm depth is provided on each rear corner post so that 2 1/4" thick battens can be arranged to be able to prevent doors from damage due to shifting cargo.

5.32 VENTILATOR

- A. Each container will have two small plastic ventilators with EPDM gasket of labyrinth type. Each ventilator is fixed to the right-upper part of each side wall by three 5.0mm dia. aluminum huck bolts in accordance with TIR requirements after drying of top coating, and caulked with sealant around the entire periphery except underside to prevent the leakage of water.

PART 6 SURFACE PRESERVATION

6.01 SURFACE PREPARATION

- A. All steel surfaces - prior to forming or after - will be fully abrasive shot blasted conforming to Swedish Standard SA2 1/2 to remove all rust, dirt, mill scale and all other foreign materials.
- B. All door hardware will be hot-dipping zinc galvanized with approximately 75 microns thickness.
- C. All fasteners such as self-tapping screws and bolts, nuts, hinges, cam keepers and lashing fittings will be electro-galvanized with approximately 13 microns thickness

6.02 COATING

6.03 THE TOTAL DRY FILM WILL BE (MICRONS):

	EXT.	INT.	BASE
1ST SHOP PRIMER	10	10	10
WATERBORNE EPOXY ZINC PRIMER	20	20	20
WATERBORNE EPOXY MIDDLE COAT	40		
WATERBORNE EPOXY TOP COAT		40	
WATERBORNE ACRYLIC TOP COAT	40		
WATERBORNE UNDERCOATING			200
TOTAL	110	70	230

Note: The equivalent effect waterborne paint and waterborne undercoating will be applied. The paint system and supplier (inclusive of undercoating) will be submitted to customer's approval in advance before production.

PART 7 MARKING

7.01 ARRANGEMENT

- A. The container will be marked in accordance with ISO, TCT, CSC and TIR requirements, owner's marking specifications and other required regulations.

7.02 MATERIALS

Decal	Self-adhesive, high tensile PVC film for seven (7) years guarantee without peeling off, tenting or colour fading.
Certification Plate Treated by Enamel	18-8 type stainless steel plates to be chemically etched by acid and treated by enamel.

7.03 SPECIFICATIONS

- A. Identification plates such as consolidated data plate consisting of CSC, TIR and TCT will be riveted on the door permanently by stainless steel blind rivets. The entire periphery except underside will be caulked with sealant.
- B. The owner's serial numbers and manufacturer's serial numbers will be stamped into the top plane of rear lower-left corner fitting.

PART 8 TESTING AND INSPECTIONS

8.01 TESTING

8.02 PROTOTYPE TESTING

8.03 THE PROTOTYPE CONTAINER TO BE MANUFACTURED IN ACCORDANCE WITH THIS SPECIFICATION WILL BE TESTED BY MANUFACTURER UNDER THE SUPERVISION OF CLASSIFICATION SOCIETY.

1.)	Stacking Internal load : 1.8R-T Test load: 86,400kg/post	Hydraulic cylinder load will be applied to each corner post through top corner fittings. Offset: 25.4 mm lateral 38.0 mm longitudinal
2.)	Lifting (from top corner fittings) Internal load : 2R-T	Lifting vertically. Time duration : 5 minutes
3.)	Lifting (from bottom corner fittings) Internal load : 2R-T	Lifting 30 degree to the horizontal. Time duration : 5 minutes
4.)	Restraint (longitudinal) Internal load : R-T Test load : 2R	Hydraulic cylinder load will be applied to the bottom side rails.
5.)	Floor strength Test load : 7,260 kgs (16,000 lbs)	Use of a special truck. Total contact area: 284 sq. cm Wheel width : 180 mm Wheel centre : 760 mm
6.)	Wall strength (front) Test load : 0.4(R-T)=0.4P	Compressed air bag will be used.
7.)	Wall strength (side) Test load : 0.6(R-T)=0.6P	Compressed air bag will be used on one side only. moreover ,one air bag will be used only.
8.)	Wall strength (door) Test load : 0.4(R-T)=0.4P	Same as front wall strength test.
9.)	Roof strength (weakest part) Test load : 300 kgs	Applied area will be 600x300mm longitudinal and transverse.
10.)	Racking (transverse) Test load : 150,000 newtons	Hydraulic cylinder load will be applied to the header rail through top corner fittings.
11.)	Racking (longitudinal) Test load : 7,620 kgs	Hydraulic cylinder load will be applied to the top side rail through top corner fitting on one side only. Two times for pulling and pushing.
12.)	Operation of door	After completion of test, the operation of doors, locks, hinges, etc. will be checked.
13.)	Dimensions and weight	After completion of test, the dimensions and weight will be checked.
14.)	Weatherproofness	Inside dia. of nozzle : 12.5mm

		Distance : 1.5 m Speed : 100 mm/sec. Pressure : 1 kg/sq.cm
	Note: R = Maximum Gross Weight T = Tare Weight P = Maximum Payload	

PART 9 GUARANTEE

9.01 STRUCTURE

- A. *All the containers shall be guaranteed by manufacturer to be free from defects in materials, workmanship and structure for a period of one (1) year, from the date of acceptance of the container by the buyer.*

9.02 PAINTING

- A. The paint system coated on the container surface shall be guaranteed to be free from corrosion and failure for a period of five (5) years, from the date of acceptance of the container by the buyer.
- B. Corrosion is defined as rusting which exceeds RE3 (European Scale of degree of Rusting) on at least ten (10) percent of the total container surface, excluding that resulting from impact or abrasion damage, contact with solvents or corrosive chemicals and abnormal use.
- C. If the corrosion exceeds RE3 as defined above within the guarantee period, inspection of the corrosion shall be carried out by the buyer, CXIC and paint manufacturer to detect the cause. As the result of the inspection, if it is mutually agreed and accepted that the corrosion has caused for the defective paint quality and/or poor workmanship, CXIC and/or paint manufacturer shall correct the defect on their accounts.

9.03 DECALS

- A. Decals applied on the container shall be guaranteed for a period of seven (7) years without peeling off, tenting or colour fading if decals are supplied by CXIC. CXIC shall not be liable for any consequential damage or expenses occasioned by any defects for whatsoever reason or any loss of time due to repair or correction.

PART 10 REVISIONS

10.01 THIS SPECIFICATION (CX10-4012/1-S REVISED DATE: JUN 19, 2017) BASES ON PREVIOUS SPECIFICATION (CX10-4012/1-S), MAIN DIFFERENCES IS AS FOLLOWINGS:

- A. Chloroprene or waterborne sealant will be applied interior.
- B. Update floorboard material.
- C. The solvent paint system has changed to waterborne paint system.

10.02 THIS SPECIFICATION (CX10-4012/1-S/R REVISED DATE: SEP 29, 2018) BASES ON PREVIOUS SPECIFICATION (CX10-4012/1-S REVISED DATE: JUN 19, 2017), MAIN DIFFERENCES IS AS FOLLOWINGS:

- A. 1. The lock lever is changed to three lock bars, the third lock bar is lengthened with rubber insulation sleeve.

10.03 THIS SPECIFICATION (CX10-4012/1-S/R1 REVISED DATE: NOV 22, 2018) BASES ON PREVIOUS SPECIFICATION (CX10-4012/1-S/R REVISED DATE: SEP 29, 2018), MAIN DIFFERENCES IS AS FOLLOWINGS:

- A. 1. The height of locking handle has changed to 1000mm.

END OF SECTION

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**SECTION 220719.11
UNDER-LAVATORY PIPE AND SUPPLY COVERS - PLUMBEREX**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Under-lavatory pipe and supply covers.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice current edition.
- B. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- C. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- D. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures 2011 (Reaffirmed 2022).
- E. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus 2019, with Editorial Revision (2023).
- F. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus 2021.
- G. ASTM C1822 - Standard Specification for Insulating Covers on Accessible Lavatory Piping 2021.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023b.
- I. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi 2015, with Editorial Revision (2021).
- J. IAPMO (UPC) - Uniform Plumbing Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- M. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of covers, sizes, and finishes.
- C. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 UNDER-LAVATORY PIPE AND SUPPLY COVERS

- A. Basis of Design: Plumberex Specialty Products, Inc; www.plumberex.com/#sle.
 - 1. Fusion Molded Under-Lavatory Insulators (Non-Sewn): Plumberex Handy-Shield Maxx.
 - 2. Slim Fit Under-Lavatory Insulators (Non-Sewn): Plumberex Trap Gear.
 - 3. Under-Lavatory Covers with Snap-Lock Fasteners (Molded): Plumberex Pro-Extreme.
- B. General:
 - 1. Insulate exposed drainage piping including hot, cold, and tempered water supplies under lavatories or sinks per ADA Standards.

2. Adhesives, sewing threads, and two-ply laminated materials are prohibited.
 3. Exterior Surfaces: Smooth nonabsorbent with no finger recessed indentations for easy cleaning.
 4. Construction: 1/8 inch PVC with antimicrobial, antifungal, and ultraviolet light (UV) resistant properties.
 - a. Comply with ASTM C1822 for covers on accessible lavatory piping.
 - b. Microbial and Fungal Resistance for Interior and Exterior: Comply with ASTM G21.
- C. ASTM E84 Compliant, Under-Lavatory Insulators:
1. Manufacturers:
 - a. Plumberex Specialty Products, Inc: Plumberex Trap Gear;
www.plumberex.com/#sle.
 2. Construction: Soft, non-laminated, flexible PVC with antimicrobial, antifungal, and UV-resistant properties. Fusion molded one piece universal design for multiple P-trap configurations. Adhesives, sewing threads, and two ply laminated materials shall not be allowed. Exterior surfaces shall be smooth nonabsorbent with no finger recessed indentations for easy cleaning. Supply riser shall be flexible and a minimum of 15 inches inches in length.
 3. Provide with weep hole for condensation drainage and ventilation.
 4. Comply with:
 - a. ASTM E84/UL 723 to comply with flame spread and smoke development rating of 25/450.
 - b. ASTM C1822 Type I.
 - c. ADA Standards.
 - d. 36 CFR 1191.
 - e. ICC A117.1.
 5. Color: High gloss color to match fixture.
- D. Under-Lavatory Covers with Snap-Lock Fasteners:
1. Manufacturers:
 - a. Plumberex Specialty Products, Inc: Plumberex Pro-Extreme;
www.plumberex.com/#sle.
 2. Construction: PVC with antimicrobial, antifungal, and UV-resistant properties, one piece injected molded design with internal bridge at top of J-bend to prevent separating.
 3. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces. No cable ties allowed.
 4. Maintenance: Valve and supply cover shall be accessible for maintenance without removal and with removable, reusable access cap.
 5. Comply with:
 - a. ASTM C1822 Type III.
 - b. ADA Standards.
 - c. 36 CFR 1191.
 - d. ICC A117.1.
 - e. Requirement to protect against contact with sharp or abrasive surfaces.
 6. Provide with weep hole for condensation drainage and ventilation.
 7. Vandal Resistance: Internal line grooves for trimming not easily torn by hand. All trim line grooves shall require tool cutting only.
 8. Color: High gloss white.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that walls, floor finishes, lavatories, and piping are prepared and ready for installation of under-lavatory guards.
- B. Confirm location and size of fixtures and piping before installation.

3.02 INSTALLATION

- A. Install under-lavatory guards according to manufacturer's written instructions..

3.03 CLEANING

- A. Clean installed under-lavatory guards.

3.04 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

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**SECTION 224000
PLUMBING FIXTURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush valve water closets.
- B. Wall hung urinals.
- C. Lavatories.
- D. Sinks.
- E. Under-lavatory pipe supply covers.
- F. Mop sinks.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Owner-furnished fixtures.
- B. Section 114000 - Foodservice Equipment: Food service sinks.
- C. Section 123600 - Countertops: Counters for sinks and lavatories.
- D. Section 223000 - Plumbing Equipment.

1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- B. ASHRAE Std 18 - Methods of Testing for Rating Drinking-Water Coolers with Self-Contained Mechanical Refrigeration 2008 (Reaffirmed 2013).
- C. ASME A112.6.1M - Floor-Affixed Supports for Off-the-Floor Plumbing Fixtures for Public Use 1997 (Reaffirmed 2017).
- D. ASME A112.18.1 - Plumbing Supply Fittings 2018, with Errata.
- E. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures 2011 (Reaffirmed 2022).
- F. ASME A112.19.1 - Enamelled Cast Iron and Enamelled Steel Plumbing Fixtures 2018.
- G. ASME A112.19.2 - Ceramic Plumbing Fixtures 2018, with Errata.
- H. ASME A112.19.3 - Stainless Steel Plumbing Fixtures 2022.
- I. ASME A112.19.4M - Porcelain Enameled Formed Steel Plumbing Fixtures 1994 (Reaffirmed 2009).
- J. ASME A112.19.5 - Flush Valves and Spuds for Water Closets, Urinals, and Tanks 2022.
- K. ASSE 1070 - Performance Requirements for Water Temperature Limiting Devices 2020.
- L. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus 2019, with Editorial Revision (2023).
- M. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus 2021.
- N. ASTM C1822 - Standard Specification for Insulating Covers on Accessible Lavatory Piping 2021.
- O. ASTM D570 - Standard Test Method for Water Absorption of Plastics 2022.
- P. ASTM D638 - Standard Test Method for Tensile Properties of Plastics 2022.
- Q. ASTM D696 - Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C with a Vitreous Silica Dilatometer 2016.
- R. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2023.

- S. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi 2015, with Editorial Revision (2021).
- T. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- U. ITS (DIR) - Directory of Listed Products Current Edition.
- V. NSF 61 - Drinking Water System Components - Health Effects 2022, with Errata.
- W. NSF 372 - Drinking Water System Components - Lead Content 2022.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- D. Maintenance Data: Include fixture trim exploded view and replacement parts lists.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on-site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.07 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer warranty for electric water cooler.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Potable Water Systems: Provide plumbing fittings and faucets that comply with NSF 61 and NSF 372 for maximum lead content; label pipe and fittings.
- B. Maximum Fixture or Faucet Supply Pressure: 60 psi unless stated otherwise.

2.02 REGULATORY REQUIREMENTS

- A. Comply with applicable codes for installation of plumbing systems.
- B. Perform work in accordance with local health department regulations.

2.03 FLUSH VALVE WATER CLOSETS

- A. Water Closets:
 - 1. Vitreous china, ASME A112.19.2, floor mounted, siphon jet flush action, china bolt caps.
 - 2. Bowl: ASME A112.19.2; 16.5 inches high with elongated rim.
 - 3. Flush Valve: Exposed (top spud).
 - 4. Flush Operation: Sensor operated.
 - 5. Handle Height: 44 inches or less.
 - 6. Inlet Size: 1-1/2 inches.
 - 7. Trapway Outlet: 4 inch.
 - 8. Color: White.
 - 9. Manufacturers:
 - a. Advanced Modern Technologies Corporation; _____:
www.amtcorporation.com/#sle.

- b. American Standard, Inc; Baby Devoro, 2-Piece Gravity: www.americanstandard-us.com/#sle.
 - c. Gerber Plumbing Fixtures LLC; _____: www.gerberonline.com/#sle.
 - d. Kohler Company; _____: www.kohler.com/#sle.
 - e. PROFLO; Commercial - Wall-Mount, Rear Inlet Spud: www.ferguson.com/#sle.
 - f. Zurn Industries, LLC; _____: www.zurn.com/#sle.
 - g. Substitutions: See Section 016000 - Product Requirements.
- B. Flush Valves:
1. Valve Supply Size: 1 inch.
 2. Valve Outlet Size: 1-1/2 inches.
 3. Manufacturers:
 - a. Advanced Modern Technologies Corporation; _____: www.amtcorporation.com/#sle.
 - b. American Standard, Inc; _____: www.americanstandard-us.com/#sle.
 - c. Delany Products; _____: www.delanyproducts.com/#sle.
 - d. Sloan Valve Company; _____: www.sloanvalve.com/#sle.
 - e. Stern Engineering; Noble Series: www.sternfaucets.com/#sle.
 - f. Zurn Industries, LLC; ZEMS Series: www.zurn.com/#sle.
 - g. Substitutions: See Section 016000 - Product Requirements.
 4. Manual Operated:
 - a. Type: ASME A112.18.1 or ASME A112.19.5; diaphragm type complete with vacuum breaker stops, and accessories.
 - b. Supplied Volume Capacity: 1.5 gal per flush.
 5. Sensor-Operated:
 - a. Type: ASME A112.19.5; chloramine-resistant clog-resistant dual-seat diaphragm valve complete with vacuum breaker, stops and accessories.
 - b. Mechanism: Solenoid-operated piston or electronic motor-actuated operator with low-voltage powered infrared sensor, and mechanical override or override push button.
 - c. Supplied Volume Capacity: 1.2 gal per flush.
 - d. Metering: Provide wireless communications into monitoring and logging application.
 6. Concealed Type: Rough brass, exposed parts chrome-plated, wall escutcheon, wheel handle stop.
 7. Exposed Type: Chrome-plated, escutcheon, integral screwdriver stop.
 8. Metering Type: Easily accessible adjustment nut.
- C. Toilet Seats:
1. Manufacturers:
 - a. American Standard, Inc; _____: www.americanstandard-us.com/#sle.
 - b. Bemis Manufacturing Company; _____: www.bemismfg.com/#sle.
 - c. Church Seat Company; _____: www.churchseats.com/#sle.
 - d. Olsonite; _____: www.olsonite.com/#sle.
 - e. PROFLO; Commercial - Baby Bowls, Open Front: www.ferguson.com/#sle.
 - f. Zurn Industries, LLC; _____: www.zurn.com/#sle.
 - g. Substitutions: See Section 016000 - Product Requirements.
 2. Plastic: Solid, white finish, elongated shape, closed front, slow-closing hinged seat cover, and brass bolts with covers.
 3. Plastic: Solid, white finish, elongated shape, open front, slow-closing hinged seat cover, extended back complete with self-sustaining hinges, and brass bolts with covers.
 4. Plastic: White finish, open front, extended back, self-sustaining hinge, brass bolts, with cover.

2.04 WALL HUNG URINALS

- A. Manufacturers:
1. Advanced Modern Technologies Corporation; _____: www.amtcorporation.com/#sle.

2. American Standard, Inc; _____: www.americanstandard-us.com/#sle.
 3. Gerber Plumbing Fixtures LLC; _____: www.gerberonline.com/#sle.
 4. Kohler Company; _____: www.kohler.com/#sle.
 5. PROFLO; 1800 Series - Half Stall, Rear Outlet: www.ferguson.com/#sle.
 6. Zurn Industries, LLC; _____: www.zurn.com/#sle.
 7. Substitutions: See Section 016000 - Product Requirements.
- B. Vitreous china, ASME A112.19.2, wall hung with side shields and concealed carrier.
1. Consumption Volume: 1.0 gal per flush, maximum.
 2. Flush Valve: Exposed (top spud).
 3. Flush Operation: Sensor operated.
 4. Trapway Outlet: Integral.
- C. Flush Valves:
1. Manufacturers:
 - a. Advanced Modern Technologies Corporation; AEF-800 Series: www.amtcorporation.com/#sle.
 - b. American Standard, Inc; _____: www.americanstandard-us.com/#sle.
 - c. Delany Products; _____: www.delanyproducts.com/#sle.
 - d. Sloan Valve Company; _____: www.sloanvalve.com/#sle.
 - e. Stern Engineering; Noble Series: www.sternfaucets.com/#sle.
 - f. Zurn Industries, LLC; ZEMS Series: www.zurn.com/#sle.
 - g. Substitutions: See Section 016000 - Product Requirements.
 2. Manual Operated:
 - a. Type: ASME A112.18.1 or ASME A112.19.5; diaphragm type, complete with vacuum breaker stops, and accessories.
 - b. Supplied Volume Capacity: 1.5 gal per flush.
 3. Sensor-Operated:
 - a. Type: ASME A112.19.5; chloramine-resistant, clog-resistant dual-seat diaphragm valve with vacuum breaker, stops and accessories.
 - b. Mechanism: Solenoid-operated piston or electronic motor-actuated operator with low-voltage powered infrared sensor, and mechanical override or override push button.
 - c. Supplied Volume Capacity: 1.2 gal per flush.
 - d. Metering: Provide wireless communications into monitoring and logging application.
 4. Exposed Type: Chrome-plated, escutcheon, integral screwdriver stop.
- D. Urinal Carriers:
1. Manufacturers:
 - a. Jay R. Smith Manufacturing Company; _____: www.jrsmith.com/#sle.
 - b. JOSAM Company; _____: www.josam.com/#sle.
 - c. Zurn Industries, LLC; Z1221: www.zurn.com/#sle.
 - d. Substitutions: See Section 016000 - Product Requirements.
 2. ASME A112.6.1M; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, threaded fixture studs for fixture hanger, bearing studs.

2.05 LAVATORIES

- A. Manufacturers:
1. American Standard, Inc; _____: www.americanstandard-us.com/#sle.
 2. Gerber Plumbing Fixtures LLC; _____: www.gerberonline.com/#sle.
 3. Kohler Company; _____: www.kohler.com/#sle.
 4. Zurn Industries, LLC; _____: www.zurn.com/#sle.
 5. Substitutions: See Section 016000 - Product Requirements.
- B. Wall-Hung Basin:
1. Porcelain-Enamelled Cast Iron: ASME A112.19.1; white, rectangular basin with splash lip, front overflow, soap depression, and hanger. Size as indicated on drawings with 4-inch

- centerset spacing.
 - 2. Vitreous China: ASME A112.19.2; white, rectangular basin with splash lip, front overflow, soap depression, and hanger. Size as indicated on drawings with 4-inch centerset spacing.
 - 3. Products:
 - a. PROFLO; Commercial - 19 x 17, Rectangular: www.ferguson.com/#sle.
 - b. Substitutions: See Section 016000 - Product Requirements.
 - 4. Carrier:
 - a. ASME A112.6.1M; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, threaded studs for fixture hanger, bearing plate and studs.
 - b. Manufacturers:
 - 1) Jay R. Smith MFG. Co; _____: www.jrsmith.com/#sle.
 - 2) JOSAM Company; _____: www.josam.com/#sle.
 - 3) Zurn Industries, LLC; Z1231: www.zurn.com/#sle.
 - 4) Substitutions: See Section 016000 - Product Requirements.
- C. Sensor Operated Faucet:
- 1. Cast brass, chrome plated, deck mounted with sensor located on neck of spout.
 - 2. Spout Style: Standard.
 - 3. Mixing Valve: None, single line for tempered water.
 - 4. Water Supply: 3/8 inch compression connections.
 - 5. Aerator: Vandal resistant, 0.5 gpm, laminar flow device.
 - 6. Automatic Shut-off: 30 seconds.
 - 7. Sensor Range: Automatically adjusts.
 - 8. Finish: Polished chrome.
 - 9. Accessory: 4 inch deck plate.
 - 10. Lead Content: Extra low; maximum 0.25 percent by weighed average.
 - 11. Manufacturers:
 - a. Advanced Modern Technologies Corporation; _____: www.amtcorporation.com/#sle.
 - b. Chicago Faucet Company; _____: www.chicagofaucets.com/#sle.
 - c. Gerber Plumbing Fixtures LLC; _____: www.gerberonline.com/#sle.
 - d. Grohe America, Inc; _____: www.grohe.com/us/#sle.
 - e. Moen Incorporated; _____: www.moen.com/#sle.
 - f. Powers Controls; _____: www.powerscontrols.com/#sle.
 - g. Sloan Valve Company; _____: www.sloanvalve.com/#sle.
 - h. Toto USA; _____: www.totousa.com/#sle.
 - i. Zurn Industries, LLC; _____: www.zurn.com/#sle.
 - j. Substitutions: See Section 016000 - Product Requirements.

2.06 SINKS

- A. Manufacturers:
- 1. American Bath Group; _____: www.americanbathgroup.com/#sle.
 - 2. American Standard, Inc; _____: www.americanstandard-us.com/#sle.
 - 3. Jay R. Smith Manufacturing Company; _____: www.jrsmith.com/#sle.
 - 4. Kohler Company; _____: www.kohler.com/#sle.
 - 5. Meganite, Inc; _____: www.meganite.com/#sle.
 - 6. Relang International, LLC; DURASEIN: www.duraseinusa.com/#sle.
 - 7. Trueform Concrete; _____: www.trueformconcrete.com/#sle.
 - 8. Substitutions: See Section 016000 - Product Requirements.
- B. Single Compartment Bowl
- 1. ASME A112.19.3; _____ by _____ by _____ inch outside dimensions 20 gauge, 0.0359 inch thick, Type 302 stainless steel, self rimming and undercoated, with ledge back drilled for trim.
 - 2. Drain: 1-1/2 inch chromed brass.

3. Drain: 3-1/2 inch crumb cup and tailpiece.

2.07 UNDER-LAVATORY PIPE SUPPLY COVERS

- A. Manufacturers:
 1. Plumberex Specialty Products, Inc; _____: www.plumberex.com/#sle.
 2. Substitutions: See Section 016000 - Product Requirements.
- B. Basis of Design: Plumberex Specialty Products, Inc; www.plumberex.com/#sle.
 1. Fusion Molded Under-Lavatory Insulators (Non-Sewn): Plumberex Handy-Shield Maxx.
 2. Slim Fit Under-Lavatory Insulators (Non-Sewn): Plumberex Trap Gear.
 3. Under-Lavatory Covers with Snap-Lock Fasteners (Molded): Plumberex Pro-Extreme.
- C. General:
 1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
 2. Adhesives, sewing threads and two ply laminated materials are prohibited.
 3. Exterior Surfaces: Smooth nonabsorbent with no finger recessed indentations for easy cleaning.
 4. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
 - a. Provide one piece injected molded design with internal bridge at top of J-bend to prevent separating.
 - b. Comply with ASTM E84 for flame and smoke development.
 - c. Comply with ASTM C1822 Type III for covers on accessible lavatory piping.
 - d. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
 - e. Comply with ICC A117.1.
 - f. Thermal Resistance: R value of 0.504 or lower when tested by ASTM C177.
 - g. Thermal Conductivity: K value of 0.358 or density of 21.61 pcf per ASTM C518.
 - h. Microbial and Fungal Resistance for Interior and Exterior: Comply with ASTM G21.
 5. Color: High gloss white.
 6. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces. No cable ties allowed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify that electric power is available and of the correct characteristics.
- C. Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

3.02 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.03 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome-plated rigid or flexible supplies to fixtures with loose key stops, reducers, and escutcheons.
- C. Install components level and plumb.
- D. Install and secure fixtures in place with wall supports and bolts.
- E. Solidly attach water closets to floor with lag screws. Lead flashing is not intended to hold fixture in place.

3.04 INTERFACE WITH WORK OF OTHER SECTIONS

- A. Review millwork shop drawings. Confirm location and size of fixtures and openings before rough-in and installation.

3.05 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.06 CLEANING

- A. Clean plumbing fixtures and equipment.
- B. See Section 017419 - Construction Waste Management and Disposal for additional requirements.

3.07 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Do not permit use of fixtures by construction personnel.
- C. Repair or replace damaged products before Date of Substantial Completion.

3.08 SCHEDULES

- A. Fixture Heights: Install fixtures to heights above finished floor as indicated.
 - 1. Water Closet:
 - a. Standard: 15 inches to top of bowl rim.
 - b. Accessible: 18 inches to top of seat.
 - 2. Water Closet Flush Valves:
 - a. Standard: 11 inches min. above bowl rim.
 - b. Recessed: 10 inches min. above bowl rim.
 - 3. Urinal:
 - a. Standard: 22 inches to top of bowl rim.
 - b. Accessible: 17 inches to top of bowl rim.
 - 4. Lavatory:
 - a. Standard: 31 inches to top of basin rim.
 - b. Accessible: 34 inches to top of basin rim.
 - 5. Drinking Fountain:
 - a. Child: 30 inches to top of basin rim.
 - b. Standard Adult: 40 inches to top of basin rim.
 - c. Accessible: 36 inches to top of spout.
- B. Fixture Rough-In
 - 1. Water Closet (Flush Valve Type):
 - a. Cold Water: 1 Inch.
 - b. Waste: 4 Inch.
 - c. Vent: 2 Inch.
 - 2. Water Closet (Tank Type):
 - a. Cold Water: 1/2 Inch.
 - b. Waste: 4 Inch.
 - c. Vent: 2 Inch.
 - 3. Urinal (Flush Valve Type):
 - a. Cold Water: 3/4 Inch.
 - b. Waste: 2 Inch.
 - c. Vent: 1-1/2 Inch.
 - 4. Lavatory:
 - a. Hot Water: 1/2 Inch.
 - b. Cold Water: 1/2 Inch.
 - c. Waste: 1-1/2 Inch.
 - d. Vent: 1-1/4 Inch.
 - 5. Sink:
 - a. Hot Water: 1/2 Inch.
 - b. Cold Water: 1/2 Inch.

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2113 Myrtle Ave.
Greenville, North Carolina 27834

- c. Waste: 1-1/2 Inch.
- d. Vent: 1-1/4 Inch.

END OF SECTION

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**SECTION 233813
COMMERCIAL-KITCHEN HOODS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cooking hoods.

1.02 REFERENCE STANDARDS

- A. ASSE 1001 - Performance Requirements for Atmospheric Type Vacuum Breakers 2021.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2023.
- C. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations 2024.
- D. NSF 2 - Food Equipment 2022.
- E. SMACNA (KVS) - Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines 2001.
- F. UL 710 - Standard for Exhaust Hoods for Commercial Cooking Equipment Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions, adjusting and balancing methods.
 - 4. Specimen warranty.
- C. Shop Drawings: For each custom fabricated unit, provide drawings showing details of construction, dimensions, and interfaces with adjacent construction.
- D. Test Reports for Grease Extracting Hoods: Provide test reports substantiating exhaust volume ratings and grease extraction performance.
- E. Operation and Maintenance Data.
- F. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. At least five years experience in the design and manufacture of products of similar type to those specified.
 - 2. For grease extracting hoods, able to provide test data showing performance of hoods to be provided.
 - 3. Having at least one factory-authorized service agency located within 50 miles of project site.
 - 4. Able to provide service to project site within 24 hours after receiving a service call.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Grease Extracting Hoods:
 - 1. Ansul, a brand of Tyco Fire Protection Products; _____: www.ansul.com/#sle.
 - 2. Grease Master; _____: www.greasemaster.com/#sle.
 - 3. Greenheck Fan Corporation; _____: www.greenheck.com/#sle.
 - 4. Halton, Halton Food Service Group; _____: www.halton.com/#sle.
 - 5. Substitutions: See Section 016000 - Product Requirements.
- B. Other Hoods:
 - 1. Same manufacturer as for grease extracting hoods.

2.02 HOOD APPLICATIONS

- A. Canopy-Style Cooking Hoods Type II:
 - 1. Style: Wall-attached canopy.
 - 2. Type: Grease extracting type, with water wash system.
 - 3. See Mechanical drawings for hood requirements.
 - 4. Mounting Height: Bottom rim at ____ inches above finished floor.

2.03 HOOD CONSTRUCTION

- A. Provide products that comply with NFPA 96, the requirements and recommendations of SMACNA (KVS), and the requirements of the Authorities Having Jurisdiction.
- B. Cooking Hoods: Provide Type I hoods, with all external joints and seams continuously welded, liquid-tight, and all internal joints, seams, and attachments sealed liquid-tight and grease-tight.
 - 1. Provide fire extinguishing system for all cooking hoods.
 - 2. Provide complete assemblies listed and labeled by UL under UL 710 for its intended use.
 - 3. Provide hoods and exhaust ducts rated for zero clearance to combustible construction.
 - 4. Provide complete assemblies certified and labeled by NSF under NSF 2.
- C. Construction: Materials, inside and out, are stainless steel complying with ASTM A666, Type 304, stretcher leveled; unless otherwise indicated.
 - 1. Sheet Thickness: 18 gauge, 0.048 inch, minimum.
 - 2. Fabrication: Fabricate each individual hood in one piece, with all welds ground and finished to match (inside and out); fabricate flat surfaces exposed to view as double-pan formed panels with internal stiffener members.
 - 3. Finish on Surfaces Exposed to View: No.4 (brushed directional); provide stainless steel faces on all sides exposed to view.
 - 4. Finish on Concealed Surfaces: No.4 or No.2B (dull, matte).
 - 5. Duct Collars: For exhaust and make-up air openings, provide duct collar welded to hood unit; minimum of 8 inches extension from top or back face of unit, with minimum one inch 90 degree flange, unless otherwise indicated.
 - 6. Access Panels: Provide removable or hinged access panels sufficient for maintenance and replacement of operating components inside unit; maximum width of 40 inches.
 - 7. Electrical: Run electrical wiring in conduit or raceways, factory pre-wired, with single connection point per hood.
 - 8. Supports: Stainless steel mounting brackets, struts, and threaded hanger rods.
 - a. Hanger Rods: 3/8 inch diameter, minimum.
 - b. Hanger Spacing: 48 inches on center, maximum.
 - c. Attachment to Structure: Mechanical fittings or inserts, stainless steel.
 - 9. Accessory Panels: Where indicated, provide filler and closure panels of same construction as hoods, to close spaces between hoods and adjacent construction; mount with panel face flush with face of hood.
 - a. Where top of ceiling hung hood is lower than the finished ceiling, provide panels to close space between top of hood and ceiling.
 - b. Where back of hood must be set away from wall, provide filler panels to close space between hood and wall.
- D. Exhaust Air Volume Control: For balancing; provide either built-in volume control damper or separate damper in exhaust duct.
- E. Make-Up Air System: Provide volume damper at inlet, accessible for balancing.
 - 1. Diffusers: Louvered register with opposed blade dampers.
 - 2. Plenum: Insulated with one inch thick foil-face fiberglass insulation, on inside of plenum.
- F. Fire Dampers: All stainless steel, positive closing with fully-enclosed spring assist.
 - 1. Reset Handle: Reset after actuation by pull handle located not more than 84 inches above finished floor and not requiring removal of access panel.
 - 2. Fail-safe actuation by fusible link rated at 286 degrees F.
 - 3. Additional actuation as specified.
 - 4. Provide fire dampers at exhaust outlets and make-up air inlets.

2.04 GREASE EXTRACTING HOODS

- A. Grease Extracting Hoods: Pre-engineered, factory-fabricated standard products; high-velocity centrifugal grease extraction without requiring filters, cartridges, moving parts, removable parts, or constantly running water, with grease collected in gutter piped to drain, and as specified above.
1. Performance: Remove 95 percent of extraneous matter in air stream at rated air velocity; provide substantiation.
 2. Grease Extracting Baffles: Non-removable, adjustable for balancing.
 3. Access Panels: Provide removable panels, with handles, for access to exhaust plenum for cleaning.
 4. Label: Provide permanent label indicating rated exhaust performance.
- B. Internal Water Wash System: Hot water spray to wash down all interior surfaces of entire exhaust plenum; collect wash water inside hood and pipe to point indicated for indirect connection to building drainage system.
1. Water Temperature: 140 degrees F.
 2. Water Pressure: 40 psi.
 3. Detergent: Inject or pump detergent into wash water lines.
 4. Supply Plumbing: Brass or stainless steel spray heads or nozzles and stainless steel distribution manifolds; factory installed, with one connection point per hood.
 5. Drain Plumbing: Drain fittings welded to bottom of plenum; interconnect multiple hoods for single drain connection.
- C. Plumbing Equipment: Include the following in control panel:
1. Water solenoid valve.
 2. Pressure reducing valve, if supply exceeds 50 psi.
 3. Shutoff valve, ball type.
 4. Check valve.
 5. Line strainer.
 6. Temperature/pressure gauge.
 7. Shock absorber.
 8. Vacuum breaker, ASSE 1001, in water supply line between control panel and hood.
 9. Detergent pump or injector; pump test switch.
 10. Detergent inlet with check valve.
 11. Detergent reservoir; minimum one gallon capacity.
 12. Wash controls.
- D. Control Panel: Provide a single enclosure for all plumbing components, wash controls, and fan controls for a particular hood.
- E. Wash Controls:
1. Provide cleaning cycle duration timer; adjustable between 0 and 15 minutes.
 2. Shut off fan(s), if running, before starting cleaning cycle.
 3. Start wash cycle upon actuation of exhaust fire damper.
 4. Manual Actuation: Provide pushbuttons on control panel.
 5. Timed Actuation: Provide solid state, programmable controls with 24-hour, 7 day clock to set cleaning cycle duration and interval and fan on and off times.
 6. Automatic Actuation: In case of fire.
 7. Wash Zones: Provide controls capable of controlling up to 5 wash zones independently with minimum of three programmable auxiliary outputs to control user-specified devices.
 8. Provide indicator lights on control panel door indicating status of wash cycle.

2.05 HOOD ACCESSORIES

- A. Fire Extinguishing Systems:
1. Manufacturers:
 - a. Amerex; _____: www.amerex-fire.com/#sle.
 - b. Ansul, a Tyco Business; _____: www.ansul.com/#sle.
 - c. Grease Master; _____: www.greasemaster.com/#sle.
 - d. Substitutions: See Section 016000 - Product Requirements.

2. Fire extinguishing system to comply with NFPA 96.
 3. Type: Dry-chemical type.
 4. Exposed Piping Under Hood: Stainless steel or chrome plated.
 5. Exposed Piping Outside Hood: Not permitted.
 6. Nozzles: Stainless steel or chrome plated brass.
 7. Electrical Components: Provide all components required for properly operating system, including but not limited to wiring, raceways, contactors, circuit breakers, switches and solenoids.
 8. Manual Actuators: Wall-mounted pull stations; provide one near each hood and one near exit door.
- B. Controls:
1. Fans: Provide manual push button controls for starting and stopping fans and labeled indicator lights showing fan status.
 2. Fans: Provide controls for fan operation by time clock, programmable by the week, capable of maintaining time cycle after operation of manual push buttons.
 3. Cooking Equipment: Provide manual shutoff and reset button located where indicated; combine with fire extinguishing actuation.
 4. Fire Dampers: Provide thermostatic actuation of fire damper at 350 degrees F air temperature in exhaust duct; upon actuation of fire damper, automatically:
 - a. Shut off fans serving that hood.
 - b. Shut off fuel source to equipment under hood; actuate solenoid gas valves provided as part of gas piping work.
 - c. Shut off electric power to equipment under hood; actuate contactors or switches provided as part of electrical work.
 - d. Initiate automatic wash system and continue operation for 5 minutes after temperature falls below actuation temperature.
 - e. Signal building fire alarm system; normally-open contacts.
 5. Fire Extinguishing System: Provide automatic actuation complying with NFPA 96; provide local and remote manual actuating stations clearly labeled "Hood Fire Protection"; upon actuation of fire extinguishing system, automatically:
 - a. Shut off fans serving that hood.
 - b. Shut off fuel source to equipment under hood; actuate solenoid gas valves provided as part of gas piping work.
 - c. Shut off electric power to equipment under hood; actuate contactors or switches provided as part of electrical work.
 - d. Signal building fire alarm system; normally-open contacts.
 6. Internal Water Wash System: Provide interlock to shut off fan(s) prior to starting wash cycle; provide wash controls as specified.
- C. Control Panels: Factory assembled and pre-wired, ready for utility connections.
1. UL listed for use with specific hood.
 2. Provide a single control panel combining all control functions for a particular hood, unless otherwise indicated.
 3. Provide a single control panel for each group of hoods served by a single exhaust fan.
 4. Enclosures: Flush-mounted; stainless steel, to match hood.
 5. Provide indicator lights on control panel door showing status of fans and power supply.
- D. Lights Inside Hoods: Fluorescent and incandescent in quantity and locations indicated, in UL listed vapor-proof fixtures, pre-wired to junction box on top of hood.
1. Fluorescent: Standard bi-pin base; recessed or surface mounted.
 - a. Tube Color: Cool white.
 - b. Tube Diameter: 1-1/2 inch.
 - c. Tube Length: 48 inches.
 2. Locate switch for operating lights in locations indicated.
- E. Exhaust Ducts: 18 gauge, 0.048 inch stainless steel sheet, ; with external seams welded continuously, liquid-tight; see drawings for extent, location, and size of exhaust ducts.

1. Where ducts penetrate ceilings or walls, provide stainless steel angle flange trim with welded corners, 16 gauge, 0.06 inch minimum thickness.
2. Where ducts penetrate hood body, provide stainless steel angle flange trim with welded corners and seal joints liquid-tight.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that overhead supports are installed in correct locations.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions and NFPA 96.
- B. Install hoods level and plumb, securely fastened, with seismic restraints as specified, and free of vibration during normal operation.
- C. Weld hood duct collars to ductwork, liquid-tight.
- D. Connect to utilities.

3.04 SYSTEM STARTUP

- A. Obtain the services of the manufacturer's representative experienced in the installation, adjustment, and operation of the equipment to supervise the starting and adjusting of equipment.
- B. Prepare equipment for startup, start and operate equipment for sufficient period to verify proper operation; correct equipment not operating correctly.
- C. Test liquid carrying components for leaks.
- D. Adjust volume dampers as required for proper air flow after building air handling systems have been balanced and adjusted.
- E. Demonstrate operation to Owner's designated personnel.
- F. Demonstrate operation to authorities having jurisdiction if required by them; comply with their requirements for demonstration.
- G. Report deficiencies in writing to Architect.

3.05 CLOSEOUT ACTIVITIES

- A. See Section 017800 - Closeout Submittals, for closeout submittals.
- B. Conduct training of Owner's designated personnel in the operation and maintenance of equipment.
- C. Perform at least 2 hours of training, for minimum of 2 people, at project site.
- D. Arrange training sessions with Owner at least 2 weeks in advance.
- E. Have operation and maintenance data on hand for training sessions.

3.06 CLEANING

- A. Clean surfaces of equipment.

END OF SECTION

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SECTION 265100 INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Exit signs.
- D. Ballasts and drivers.
- E. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 260529 - Hangers and Supports for Electrical Systems.
- B. Section 260533.16 - Boxes for Electrical Systems.
- C. Section 260923 - Lighting Control Devices.
 - 1. Includes automatic controls for lighting including occupancy sensors, outdoor motion sensors, time switches, outdoor photo controls, and daylighting controls.
 - 2. Includes lighting contactors.
- D. Section 262726 - Wiring Devices: Manual wall switches and wall dimmers.
- E. Section 265600 - Exterior Lighting.

1.03 REFERENCE STANDARDS

- A. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code) 1989 (Corrigendum 2019).
- B. IEEE C62.41.2 - IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits 2002 (Corrigendum 2012).
- C. IES LM-63 - Approved Method: IES Standard File Format for the Electronic Transfer of Photometric Data and Related Information 2019.
- D. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products 2019.
- E. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources 2021.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction 2015.
- G. NECA/IESNA 500 - Standard for Installing Indoor Lighting Systems 2006.
- H. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems 2006.
- I. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 924 - Emergency Lighting and Power Equipment Current Edition, Including All Revisions.
- L. UL 1598 - Luminaires Current Edition, Including All Revisions.
- M. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.

2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
4. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
 1. LED Luminaires:
 - a. Include estimated useful life, calculated based on IES LM-80 test data.
 2. Ballasts: Include wiring diagrams and list of compatible lamp configurations.
 3. Fluorescent Emergency Power Supply Unit: Include list of compatible lamp configurations and associated lumen output.
- D. Field quality control reports.
- E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 016000 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.08 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.09 WARRANTY

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

- B. Provide 3-year manufacturer warranty for LED luminaires, including drivers.
- C. Provide 2-year manufacturer warranty for linear fluorescent ballasts.
- D. Provide 5-year pro-rata warranty for batteries for emergency lighting units.
- E. Provide 10-year pro-rata warranty for batteries for self-powered exit signs.
- F. Provide 3-year full warranty for fluorescent emergency power supply units.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.
- B. Substitutions: See Section 016000 - Product Requirements.

2.02 LUMINAIRES

- A. Manufacturers:
 - 1. Acuity Brands, Inc: www.acuitybrands.com/#sle.
 - 2. Alloy LED; _____: www.alloyled.com/#sle.
 - 3. California Accent Lighting, Inc; _____: www.calilighting.com/#sle.
 - 4. Cooper Lighting, a division of Cooper Industries: www.cooperindustries.com/#sle.
 - 5. Electro-Matic Visual, Inc; _____: www.empvisual.com/#sle.
 - 6. Hubbell Lighting, Inc; _____: www.hubbellighting.com/#sle.
 - 7. KURTZON Lighting, Inc; _____; www.kurtzon.com/#sle.
 - 8. Lutron Electronics Company, Inc; _____: www.lutron.com/#sle.
 - 9. Paraflex; _____: www.paraflex.com/#sle.
 - 10. Philips Lighting North America Corporation; _____: www.lightingproducts.philips.com/#sle.
 - 11. RAB Lighting, Inc; _____: www.rablighting.com/#sle.
 - 12. Substitutions: See Section 016000 - Product Requirements.
- B. Provide products that comply with requirements of NFPA 70.
- C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- F. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- H. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.
- I. LED Tape Lighting Systems: Provide all power supplies, drivers, cables, connectors, channels, covers, mounting accessories, and interfaces as necessary to complete installation.
 - 1. LED Tape - General Requirements:
 - a. Listed.
 - b. Designed for field cutting in accordance with listing.
 - c. Wet Location Applications: IEC 60529, IP 68 (waterproof) rated.
 - 2. White LED Tape:

2.03 EMERGENCY LIGHTING UNITS

- A. Manufacturers:
 - 1. Acuity Brands, Inc; _____: www.acuitybrands.com/#sle.
 - 2. Cooper Lighting, a division of Cooper Industries; _____: www.cooperindustries.com/#sle.
 - 3. Hubbell Lighting, Inc; _____: www.hubbellighting.com/#sle.
 - 4. Substitutions: See Section 016000 - Product Requirements.
- B. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- C. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- D. Battery:
 - 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- E. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- F. Provide low-voltage disconnect to prevent battery damage from deep discharge.
- G. Accessories:
 - 1. Provide compatible accessory mounting brackets where indicated or required to complete installation.
 - 2. Provide compatible accessory high impact polycarbonate vandal shields where indicated.

2.04 EXIT SIGNS

- A. Description: Exit signs complying with NFPA 101 and applicable state and local codes, and listed and labeled as complying with UL 924.
 - 1. Number of Faces: Single- or double-face as indicated or as required for installed location.
 - 2. Directional Arrows: As indicated or as required for installed location.
- B. Powered Exit Signs: Internally illuminated with LEDs unless otherwise indicated.
 - 1. Manufacturers:
 - a. Acuity Brands, Inc; _____: www.acuitybrands.com/#sle.
 - b. Cooper Lighting, a division of Cooper Industries; _____: www.cooperindustries.com/#sle.
 - c. Hubbell Lighting, Inc; _____: www.hubbellighting.com/#sle.
 - d. Philips Lighting North America Corporation; _____: www.lightingproducts.philips.com/#sle.
 - e. Substitutions: See Section 016000 - Product Requirements.
 - 2. Self-Powered Exit Signs:
 - a. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
 - b. Battery: Sealed, maintenance-free, nickel cadmium unless otherwise indicated.
 - c. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
 - d. Provide low-voltage disconnect to prevent battery damage from deep discharge.

2.05 BALLASTS AND DRIVERS

- A. Manufacturers:
 - 1. Alloy LED; _____: www.alloyled.com/#sle.
 - 2. California Accent Lighting, Inc; _____: www.calilighting.com/#sle.

3. General Electric Company/GE Lighting; _____: www.gelighting.com/#sle.
 4. Lutron Electronics Company, Inc; _____: www.lutron.com/#sle.
 5. OSRAM Sylvania, Inc; _____: www.osram.us/ds/#sle.
 6. Philips Lighting North America Corporation; _____:
www.usa.lighting.philips.com/#sle.
 7. _____.
 8. Substitutions: See Section 016000 - Product Requirements.
 9. Manufacturer Limitations: Where possible, for each type of luminaire provide ballasts produced by a single manufacturer.
 10. Where a specific manufacturer or model is indicated elsewhere in the luminaire schedule or on the drawings, substitutions are not permitted unless explicitly indicated.
- B. Ballasts/Drivers - General Requirements:
1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
 2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.

2.06 ACCESSORIES

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.
- B. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.
- C. Tube Guards for Linear Fluorescent Lamps: Provide clear virgin polycarbonate sleeves with endcaps where indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- D. Provide required support and attachment in accordance with Section 260529.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Suspended Luminaires:
 1. Unless otherwise indicated, specified mounting heights are to bottom of luminaire.
 2. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.

3. Provide minimum of two supports for each luminaire equal to or exceeding 4 feet nominal length, with no more than 4 feet between supports.
 4. Install canopies tight to mounting surface.
 5. Unless otherwise indicated, support pendants from swivel hangers.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Emergency Lighting Units:
1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
 2. Install lock-on device on branch circuit breaker serving units.
- J. Exit Signs:
1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.
 2. Install lock-on device on branch circuit breaker serving units.
- K. Install lamps in each luminaire.
- L. Lamp Burn-In: Operate lamps at full output for prescribed period per manufacturer's recommendations prior to use with any dimming controls. Replace lamps that fail prematurely due to improper lamp burn-in.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
- E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.05 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.
- B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.
- C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.

3.06 CLEANING

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.07 CLOSEOUT ACTIVITIES

- A. See Section 017800 - Closeout Submittals, for closeout submittals.
- B. Just prior to Substantial Completion, replace all lamps that have failed.

3.08 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

3.09 ATTACHMENTS

- A. Luminaire schedule.

Division 26 - Electrical
07-31-2023

Guy Smith Stadium Phase II
2113 Myrtle Ave.
Greenville, North Carolina 27834

B. Luminaire cut sheets.

END OF SECTION

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**SECTION 323113
CHAIN LINK FENCES AND GATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Posts, rails, and frames.
- B. Wire fabric.
- C. Concrete.
- D. Manual gates with related hardware.
- E. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 033000 - Cast-in-Place Concrete: Concrete anchorage for posts.

1.03 REFERENCE STANDARDS

- A. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire 2022.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products 2017.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2023.
- D. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric 2011a (Reapproved 2022).
- E. ASTM A428/A428M - Standard Test Method for Weight [Mass] of Coating on Aluminum-Coated Iron or Steel Articles 2021.
- F. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric 2011 (Reapproved 2022).
- G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2023.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2023.
- I. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete 2023.
- J. ASTM F567 - Standard Practice for Installation of Chain-Link Fence 2023.
- K. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and Other Polymer-Coated Steel Chain Link Fence Fabric 2017 (Reapproved 2022).
- L. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework 2018 (Reapproved 2022).
- M. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures 2018 (Reapproved 2022).
- N. ASTM F1665 - Standard Specification for Poly(Vinyl Chloride) (PVC) and Other Conforming Organic Polymer-Coated Steel Barbed Wire Used with Chain-Link Fence 2008 (Reapproved 2022).
- O. ASTM F2200 - Standard Specification for Automated Vehicular Gate Construction 2020.
- P. BHMA A156.3 - Exit Devices 2020.
- Q. CLFMI CLF-FIG0111 - Field Inspection Guide 2014.
- R. CLFMI CLF-PM0610 - Product Manual 2017.
- S. CLFMI CLF-SFR0111 - Security Fencing Recommendations 2014.
- T. CLFMI WLG 2445 - Wind Load Guide for the Selection of Line Post and Line Post Spacing 2023.
- U. FS RR-F-191/1D - Fencing, Wire and Post Metal (Chain-Link Fence Fabric) 1990.
- V. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum) 2020.
- W. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- X. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations Current Edition, Including All Revisions.
- Y. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations Current Edition, Including All Revisions.

- Z. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
- C. Design Calculations: For high wind load areas, provide calculations for fence fabric and accessory selection as well as line post spacing and foundation details. See CLFMI WLG 2445 for line post and spacing guidance.
- D. Manufacturer's Installation Instructions: Indicate installation requirements, post foundation anchor bolt templates, and _____.
- E. Fence Installer Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Fence Installer: Company with demonstrated successful experience installing similar projects and products, with not less than five years of documented experience.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Chain Link Fences and Gates:
- B. Sports Field Specialties bjaeger@sportsfield.com

2.02 COMPONENTS

- A. Line Posts: REF. Civil inch diameter.
- B. Corner and Terminal Posts: REF. Civil inch diameter.
- C. Fabric (where shown on drawings): high-density woven polypropylene material designed for outdoor use in harsh weather conditions. The material shall be resistant to UV radiation, moisture, and mildew growth.
- D. . The fence block shall provide a minimum of 98% privacy blockage when properly installed.

2.03 PRODUCTS

- A. A. Fence block shall be supplied by a manufacturer with a proven track record of producing quality products that meet or exceed industry standards.
- B. Tension Wire: 6 gauge, 0.1920 inch thick steel, single strand.
- C. Tie Wire: Aluminum alloy steel wire.

2.04 MATERIALS

- A. Posts, Rails, and Frames: Per Civil Drawings:
 - 1. Line Posts: Type I round in accordance with FS RR-F-191/1D.
 - 2. Terminal, Corner, Rail, Brace, and Gate Posts: Type I round in accordance with FS RR-F-191/1D.
- B. Wire Fabric: REF. Civil:
- C. Gates: REF. Civil Drawings for sizes and details.
 - 1. For 20' Gates use Hoover Fence's - Commercial Chainlink Fence Double Gates. All 1-5/8" Galvanized HF20 Frame - 6'H x 20'W for basis of design.
- D. Concrete: Ref. Civil Drawings:

2.05 MANUAL GATES AND RELATED HARDWARE

- A. Ref Civil Drawings
- B. Latches: Finished to match fence components.
 - 1. Ref Civil Drawings

2.06 ACCESSORIES

- A. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.
- C. Where new fencing is on adjacent to field of play match existing safty accessories.

2.07 FINISHES

- A. Components (Other than Fabric): Galvanized in accordance with ASTM A123/A123M, at 1.7 ounces per square foot. Match existing. Reference Civil Drawings.

PART 3 EXECUTION

3.01 PREPARATION

- A. Removal: Obstructions or debris.
- B. Ground Preparation:
 - 1. Grading Ref Civil Drawings.

3.02 INSTALLATION

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Place fabric on inside of posts and rails.
- C. . Install the fence block in accordance with the manufacturer's recommendations and approved shop drawings.
- D. Fence block shall be securely attached to the fence structure using appropriate fasteners or attachment methods. Ensure that attachment points are evenly distributed to prevent stress concentrations.
- E. Maintain a consistent and level installation of the fence block to ensure a professional appearance. Trim or adjust the fence block as necessary to fit the fencing layout
- F. Line Post Footing Depth Below Finish Grade: ASTM F567.
- G. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567.
- H. Do not stretch fabric until concrete foundation has cured 28 days.
- I. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- J. Position bottom of fabric 2 inches above finished grade.
- K. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- L. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- M. Do not attach the hinged side of gate to building wall; provide gate posts.
- N. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
- O. Peen all bolts upon installation.
- P. Perform three random field inspections confirming proper installation.
- Q. Install operator in accordance with manufacturer's instructions and in accordance with NFPA 70.

3.03 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch.
- B. Maximum Offset From True Position: 1 inch.
- C. Do not infringe on adjacent property lines.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Layout: Verify that fence installation markings are accurate to design, paying attention to gate locations, underground utilities, and property lines.
- C. Post Settings: Randomly inspect three locations against design for:
 - 1. Hole diameter.
 - 2. Hole depth.
 - 3. Hole spacing.
- D. Fence Height: Randomly measure fence height at three locations or at areas that appear out of compliance with design. Ref Civil Drawings for Heights.
- E. Gates: Inspect for level, plumb, and alignment.

- F. Workmanship: Verify neat installation free of defects. See CLFMI CLF-FIG0111 for field inspection guidance.

3.05 CLEANING

- A. Leave immediate work area neat at end of each work day.
- B. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- C. Clean fence with mild household detergent and clean water rinse well.
- D. Remove mortar from exposed posts and other fencing material using a 10 percent solution of muriatic acid followed immediately by several rinses with clean water.
- E. Touch up scratched surfaces using materials recommended by manufacturer. Match touched-up paint color to factory-applied finish.
- F. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.
- G. . Provide maintenance guidelines to the Owner, including cleaning procedures and recommended cleaning agents for the fence block.
- H. Advise the Owner on the frequency of cleaning and maintenance required to preserve the appearance and effectiveness of the fence block.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 017800 - Closeout Submittals, for closeout submittals.
- B. Demonstrate proper operation of equipment to Owner's designated representative.
- C. Demonstration: Demonstrate operation of system to Owner's personnel.
 - 1. Use operation and maintenance data as reference during demonstration.
 - 2. Conduct walking tour of project.
 - 3. Briefly describe function, operation, and maintenance of each component.

3.07 WARRENTY

- A. The Contractor shall provide a warranty for the fence block with 98% privacy blockage for a specified period (e.g., 5 years) from the date of substantial completion. The warranty shall cover defects in materials and workmanship, including UV degradation, tearing, and fading.
- B. During the warranty period, the Contractor shall promptly address and rectify any issues covered under the warranty at no additional cost to the Owner

END OF SECTION

**SECTION 329000
EXISTING GRASS SALVAGE**

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes requirements for salvaging and preserving existing grass as indicated on the drawings and as specified herein.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.

1.03 REFERENCES

- A. Applicable references include:
 - 1. [List relevant references or standards if applicable]

PART 2 - PRODUCTS

2.01 MATERIALS

- A. No additional materials are required for salvaging existing grass. The existing grass will be salvaged as is, without modification.

PART 3 - EXECUTION

3.01 EXISTING GRASS SALVAGE

- A. Prior to any construction activities, carefully remove existing grass in areas designated on the drawings or as directed by the Engineer. Salvage the grass in a manner that preserves its integrity and ensures successful transplantation.
- B. Use appropriate equipment and methods to minimize damage to the grass during removal. The grass shall be carefully lifted to maintain intact root systems.
- C. Transport salvaged grass to the designated storage area or relocation site. Handle salvaged grass with care to prevent damage.
- D. Store salvaged grass in a shaded area with adequate moisture until it can be replanted or reinstalled. Regularly water and maintain the salvaged grass to ensure its health.
- E. Coordinate with the landscape architect or horticulturist to determine the appropriate timing and methods for replanting or reinstallation of the salvaged grass.

3.02 PROTECTION

- A. Protect salvaged grass from foot traffic, construction activities, and adverse weather conditions during storage and transportation.
- B. Take measures to prevent the drying out or wilting of salvaged grass during storage and transportation.

3.03 WARRANTY

- A. The Contractor shall provide a warranty for a specified period (e.g., 90 days) from the date of replanting or reinstallation, ensuring the survival and establishment of the salvaged grass. During this period, the Contractor shall replace any dead or unsatisfactory grass with healthy, compatible replacement material at no additional cost.

END OF SECTION

**Guy Smith Stadium Improvements Phase 2
Addendum No. 01**



Project Name: Guy Smith Stadium Improvements	Project No.: RFP#23-24-19
Prepared By: Mark Nottingham	Date: 10-02-2023

Project Clarifications:

- The plan sheets and project manual have both been updated. A narrative of the updates is attached.



Revision

ADD #1

DESCRIPTION: Clarifications to Bidders
PROJECT: 23-0176
PROJECT NO. Guy Smith Stadium Improvements
DOCUMENT DATE: 09/29/23

SCOPE:

The scope of this **Revision** is to revise the **Out to Permit** contract documents of **Guy Smith Stadium – Greenville, NC – Remodel** dated **09/22/23** and all subsequent contract modifications to reflect the following:

SUMMARY:

Item #1: Clarification to Bidders

GENERAL

SHEET G000 – COVER SHEET

SHEET INDEX

1. Add sheet ME101 – Site Utilities Plan. (Item #1)

CIVIL

SHEET C101 – SITE PLAN PH. 2

DETAIL – SITE PLAN

1. Add additional dimensions and detail. Relocated structural foundations and bleacher pad and identified sections in notes. (Item #1)

SHEET C201 – PH. 2 GRADING PLAN

DETAIL – GRADING PLAN

Add additional grading callouts throughout and indicated sheet flow drainage with drainage arrows. Updated notes on sheet to call for sheet flow drainage into parking lot. (Item #1)

ARCHITECTURAL

SHEET A112 – CONTAINER 1 PLANS/ELEVATIONS

DETAIL G7 – CONTAINER 1 – NORTH SIDE

1. Add signage information. (Item #1)

DETAIL A1 – CONTAINER 1 – FLOOR PLAN

1. Revise front container doors to show only one side being operational. (Item #1)

SHEET A113 – CONTAINER 2 PLANS/ELEVATIONS

DETAIL K1 – REFLECTED CEILING PLAN – CONTAINER 2

1. Add lighting fixtures to each restroom. (Item #1)

DETAIL G7 – CONTAINER 2 – FRONT

1. Add exterior lighting and power. (Item #1)
2. Add restroom signage locations. (Item #1)

SHEET A114 – CONTAINER 3 PLANS/ELEVATIONS

DETAIL K1 – REFLECTED CEILING PLAN – CONTAINER 3

1. Add lighting fixtures to each restroom. (Item #1)



DETAIL G7 – CONTAINER 3 – FRONT

1. Add exterior lighting and power. (Item #1)
2. Add restroom signage locations. (Item #1)

SHEET A115 – CONTAINER 4 PLANS/ELEVATIONS

DETAIL K1 – REFLECTED CEILING PLAN – CONTAINER 4

1. Add lighting fixtures to each restroom. (Item #1)

DETAIL G7 – CONTAINER 4 – FRONT

1. Add exterior lighting and power. (Item #1)
2. Add restroom signage locations. (Item #1)
3. Revise service window from horizontal sliders to vertical. (Item #1)

DETAIL D10 – CONTAINER 4 – SIDE 2

1. Add exterior lighting. (Item #1)

SHEET A116 – ADD ALT – CONTAINER 5 PLANS/ELEVATIONS

DETAIL K1 – REFLECTED CEILING PLAN – CONTAINER 4

1. Add lighting fixtures to each restroom. (Item #1)

DETAIL K7 – CONTAINER 5 - BACK

1. Add rooftop screening. (Item #1)

DETAIL G1 – CONTAINER 5 – BUILDING SECTION

1. Add rooftop screening. (Item #1)

DETAIL G7 – CONTAINER 5 – FRONT

1. Add rooftop screening. (Item #1)
2. Add exterior lighting and power. (Item #1)
3. Add restroom signage locations. (Item #1)
4. Revise service window from horizontal sliders to vertical. (Item #1)

DETAIL D10 – CONTAINER 5 – SIDE 2

1. Add rooftop screening. (Item #1)

DETAIL A10 – CONTAINER 5 – SIDE 1

1. Add rooftop screening. (Item #1)
2. Add exterior lighting. (Item #1)

SHEET A120 – SCHEDULES, SIGNAGE, NETTING DETAILS

CUT SHEETS

1. Add cut sheets for safety netting. (Item #1)

WINDOW ELEVATION

1. Revise service window form a horizontal slider to a verticle. (Item #1)

MECHANICAL/ELECTRICAL/PLUMBING

SHEET ME101 – SITE UTILITIES PLAN

1. Add sheet in its entirety (Item #1)

End of ADD #1

**Guy Smith Stadium Improvements Phase 2
Addendum No. 02**



Project Name: Guy Smith Stadium Improvements	Project No.: RFP#23-24-19
Prepared By: Mark Nottingham	Date: 10-12-2023

Project Clarifications:

- Several project clarifications are addressed in the following RFI's.

Request for Information

RFI No.: BID RFI #2

Date: 10/11/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: A119

Ref. Spec.: _____

RFI Description

Would you be open to allowing (1) 10-row x 66' bleacher versus (2) 33' units?

RFI Response

It is acceptable to have 1 (10) row x 66' bleacher instead of 2 (10) row x 33' bleachers.

Request for Information

RFI No.: BID RFI #1

Date: 10/11/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: A111 and A120

Ref. Spec.: NA called out in drawings.

RFI Description

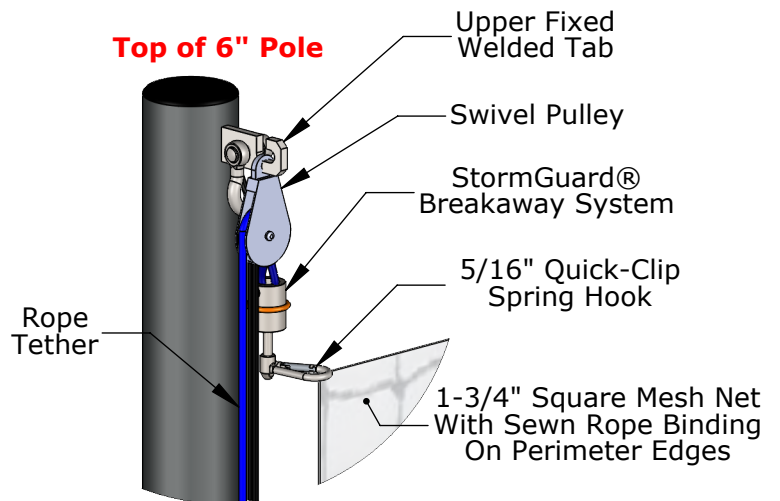
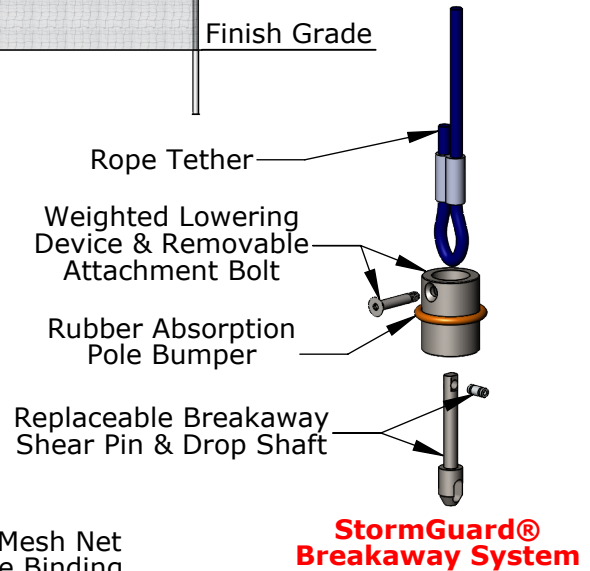
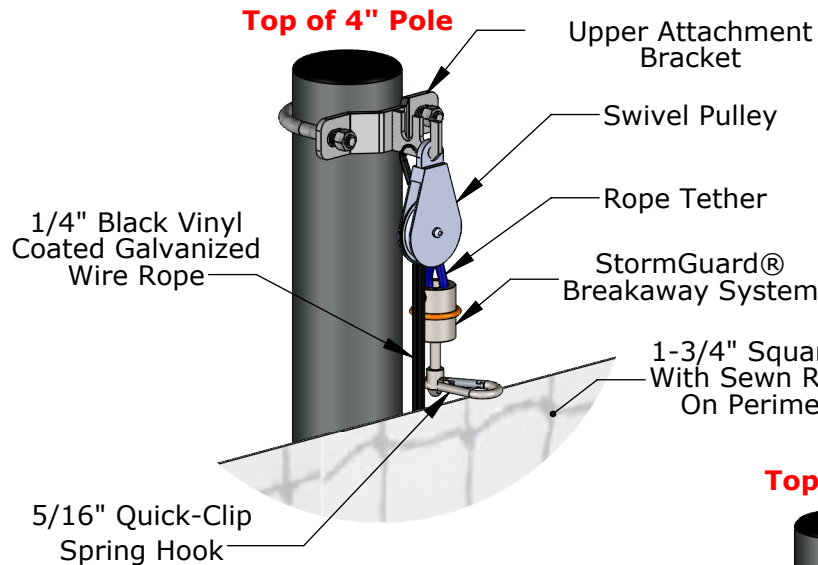
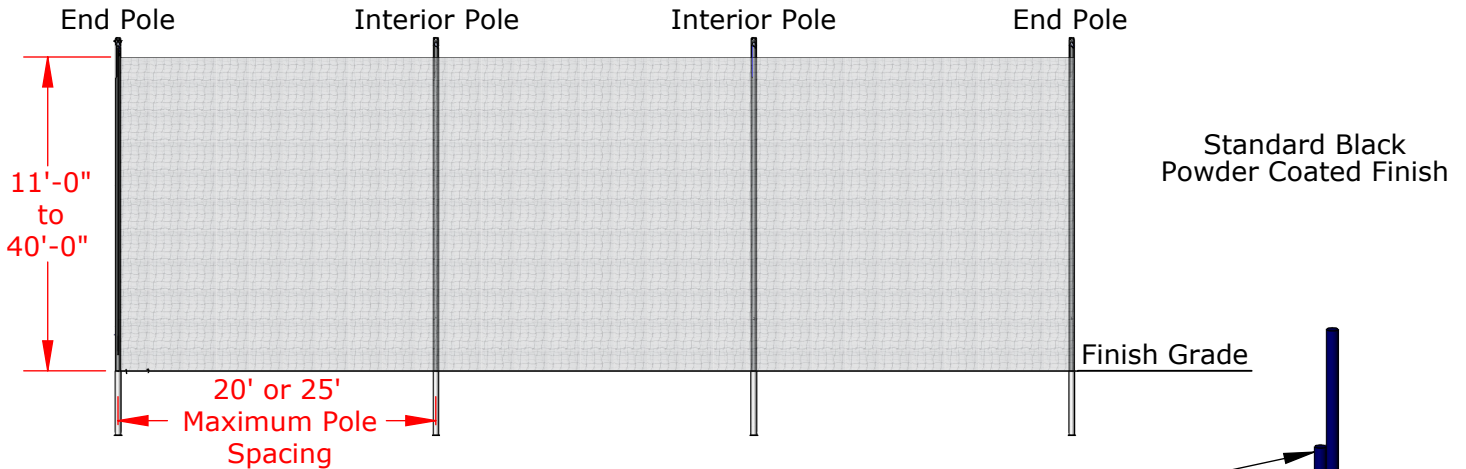
1 - Drawing A111 shows us to install sport netting along the 1st base line. It appears that the intent is to install (2) new poles. Are we to tie-into the existing netting where it stops just short of the dugout? If so, can you confirm that the existing structure can support the new netting? Is there any need to replace the netting along the backstop?

2 - Are there any design parameters around that. Netting? How high does it need to be, does it need to be removable or is fixed acceptable.

RFI Response

See attached sketch and supporting information.

United States Patent #9,017,190 Issued April 28, 2015
 United States Patent #9,586,123 Issued March 7, 2017



**Foundation Requirements
 Based on Local Codes and
 Soil Conditions**

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPORTSFIELD SPECIALTIES INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPORTSFIELD SPECIALTIES INC. IS PROHIBITED.

StormGuard® Professionally Pre-Engineered Breakaway Ball Safety System Netting

Not To Scale

BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories

SECTION 11 68 33 Athletic Field Equipment
(Formally Section 11480)

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide all equipment and materials, and do all work necessary to furnish and install the athletic equipment, as indicated on the drawings and as specified herein. Athletic equipment shall include, but not be limited to:

1. BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories

1.02 RELATED WORK

A. Examine contract documents for requirements that affect work of this section. Other specification divisions and sections that directly relate to the work of this section include, but are not limited to:

1. Division 03 – Concrete; Sections: Cast-in-Place Concrete
2. Division 31 – Earthwork; Sections: Excavation and Backfill and Establishment of Sub-Grade Elevations
3. Division 32 – Exterior Improvements; Sections: Athletic and Recreational Surfacing, Concrete, Asphalt and Site Improvements

1.03 REFERENCES

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. National Federation of State High School Associations (NFHS)
2. National Collegiate Athletic Association (NCAA)
3. International Association of Athletics Federations (IAAF)
4. American Sports Builders Association (ASBA)
5. Manufacturers Data and Recommended Installation Requirements

1.04 SUBMITTALS

A. Manufacturers Product Data

1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representatives review.

B. Shop Drawings

1. Provide drawings of the manufacturers recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representatives review.

1.05 QUALITY ASSURANCE

- A.** Manufacturers warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements. The Manufacturer shall have a current American Sports Builders Association (ASBA) Supplier Certificate of Distinction designation.

1.06 PRODUCT DELIVERY AND STORAGE

- A.** Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

PART 2 PRODUCTS

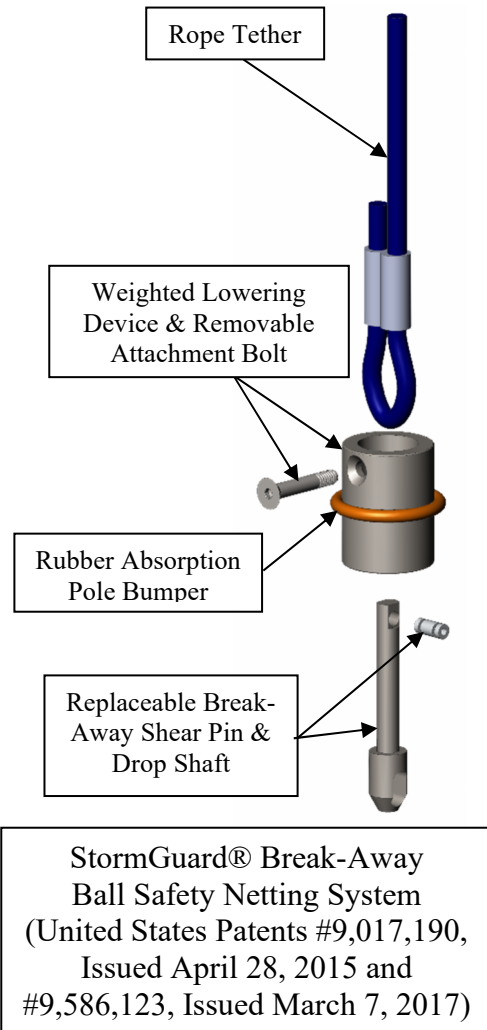
2.01 BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories

- A.** BASE: BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories as Manufactured and/or Supplied by:

Sportsfield Specialties, Inc.
P.O. Box 231
41155 State Highway 10
Delhi, NY 13753
p. 888-975-3343
f. 607-746-8481
www.sportsfieldspecialties.com

- B.** COMPONENTS:

1. BSS415 StormGuard® Professionally Pre-Engineered Break-Away Ball Safety Netting System Straight Poles:
 - a. 3-1/2" Schedule 40 Aluminum Pipe (4" O.D.), 18'-6"L
 - b. Standard Powder Coated Black Finish, Various Standard and Custom Powder Coat Finish Color Options Available
2. StormGuard® Professionally Pre-Engineered Break-Away Ball Safety Netting System (United States Patents #9,017,190, Issued April 28, 2015 and #9,586,123, Issued March 7, 2017):



- a. StormGuard® is the first and only ball safety netting system in the industry that is both designed and professionally pre-engineered to allow the net to fall to the ground before failures of the poles and/or hardware occur under extreme wind speed and/or adverse weather conditions such as ice and snow. This patented feature utilizes a shear pin device attached to the net at the top of each pole.

As shown in the diagram, the snap clip that holds the net up is attached to the oblong shaped hole located at the bottom of the smaller drop shaft that is connected to the cylindrical steel weight utilizing a 150 lb. break strength aluminum shear pin. The cylindrical steel weight is semi-permanently attached to the rope tether that hoists the net up and down with a removable bolt and includes a rubber absorption bumper to prevent damage to the pole's powder coated black finish.

The poles are installed at a maximum of twenty-five foot (25') on center or less. When the wind speed exceeds approximately sixty-five to seventy miles per hour (65 - 70 mph), the 150 lb. break strength aluminum shear pin will react to the environmental conditions by allowing the smaller drop shaft to release from the cylindrical steel weight causing the net to fall to the ground. The end user then simply unwinds the rope tether from the cleat, lowers the cylindrical steel weight to the ground, replaces the already provided aluminum shear pin and raises the net back up.

3. Ground Sleeves with Welded Base Plates:
 - a. 30"L Ground Sleeves
 - b. Aluminum Tube with Alignment Bolt
4. Net with Perimeter Rope Binding:
 - a. Overall Dimensions Specified by Customer
 - b. 1-3/4" Square Mesh

- c. #36 Black Nylon
- d. Sewn 1/4" Diameter Braided Rope Binding on Perimeter Edges
- e. Standard Color is Black

5. Included Accessories:

- a. Stainless Steel and/or Galvanized Steel Assembly Hardware
- b. Fixed Welded Upper Tab and Adjustable Lower Bracket with Tensioned Vertical Slide Cable System
- c. Secure Snap Clips for Net Attachment
- d. 3/16" Diameter Galvanized Wire Rope Black Vinyl Coated to 1/4" Diameter
- e. Black Plastic Friction Fit Ground Sleeve Caps
- f. Model Specific Hardware Kit and Installation Instructions

6. Optional Accessories:

- a. Base Plate Mount Ball Safety Netting Systems
- b. Custom Ball Safety Netting System Sizes and Designs Available Upon Request
- c. Custom Net Mesh Sizes and Colors Available Upon Request
- d. Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer of Record in the State of Project Location

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

- A.** All BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories shall be installed as recommended per manufacturer's written instructions and as indicated on the drawings. Concrete anchoring foundations to be determined by others based on local soil conditions and building codes. Installer should have a minimum of five (5) ball safety netting system installations or similar experience in the previous three (3) years.

END OF SECTION

Request for Information

RFI No.: BID RFI #4

Date: 10/12/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: C101, ASD102, AS102, ME101

Ref. Spec.: _____

RFI Description

Drawings call for transformer to be removed. Will that scope be part of Phase I or Phase II.

RFI Response

Relocating the transformer was is shown as Phase II scope in the drawings. However, that scope of work is being moved to Phase I and should be omitted from the Phase II Bids.

Request for Information

RFI No.: BID RFI #3

Date: 10/12/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: ME101

Ref. Spec.: _____

RFI Description

Per Sheet ME101, which was added to the drawing set in ADD #1, shows underground utilities routed through the landscape area on the Southeast corner of the main building. There are 2 mature trees in that landscape area. Are the tree supposed to be removed or will the utilities be rerouted under the parking lot?

RFI Response

Per owner direction the trees will remain and the utilities will be ran under the parking lot.

**Guy Smith Stadium Improvements Phase 2
Addendum No. 02**



Project Name: Guy Smith Stadium Improvements	Project No.: RFP#23-24-19
Prepared By: Mark Nottingham	Date: 10-12-2023

Project Clarifications:

- Several project clarifications are addressed in the following RFI's.

Request for Information

RFI No.: BID RFI #2

Date: 10/11/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: A119

Ref. Spec.: _____

RFI Description

Would you be open to allowing (1) 10-row x 66' bleacher versus (2) 33' units?

RFI Response

It is acceptable to have 1 (10) row x 66' bleacher instead of 2 (10) row x 33' bleachers.

Request for Information

RFI No.: BID RFI #1

Date: 10/11/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: A111 and A120

Ref. Spec.: NA called out in drawings.

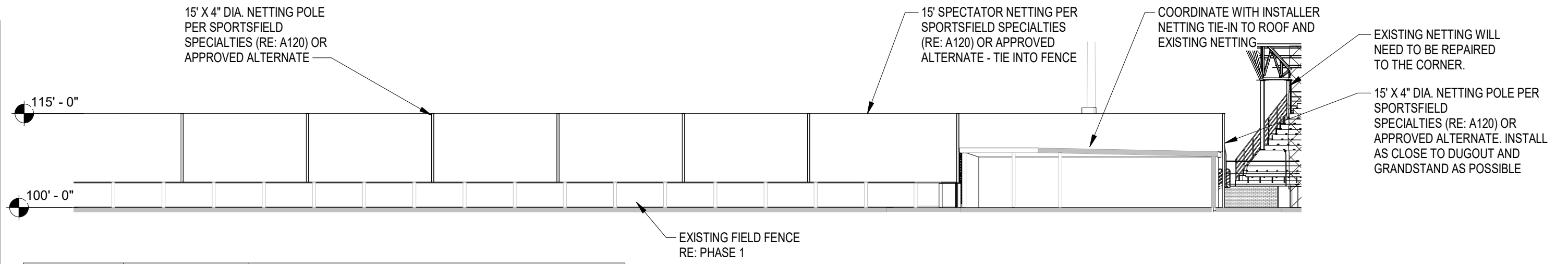
RFI Description

1 - Drawing A111 shows us to install sport netting along the 1st base line. It appears that the intent is to install (2) new poles. Are we to tie-into the existing netting where it stops just short of the dugout? If so, can you confirm that the existing structure can support the new netting? Is there any need to replace the netting along the backstop?

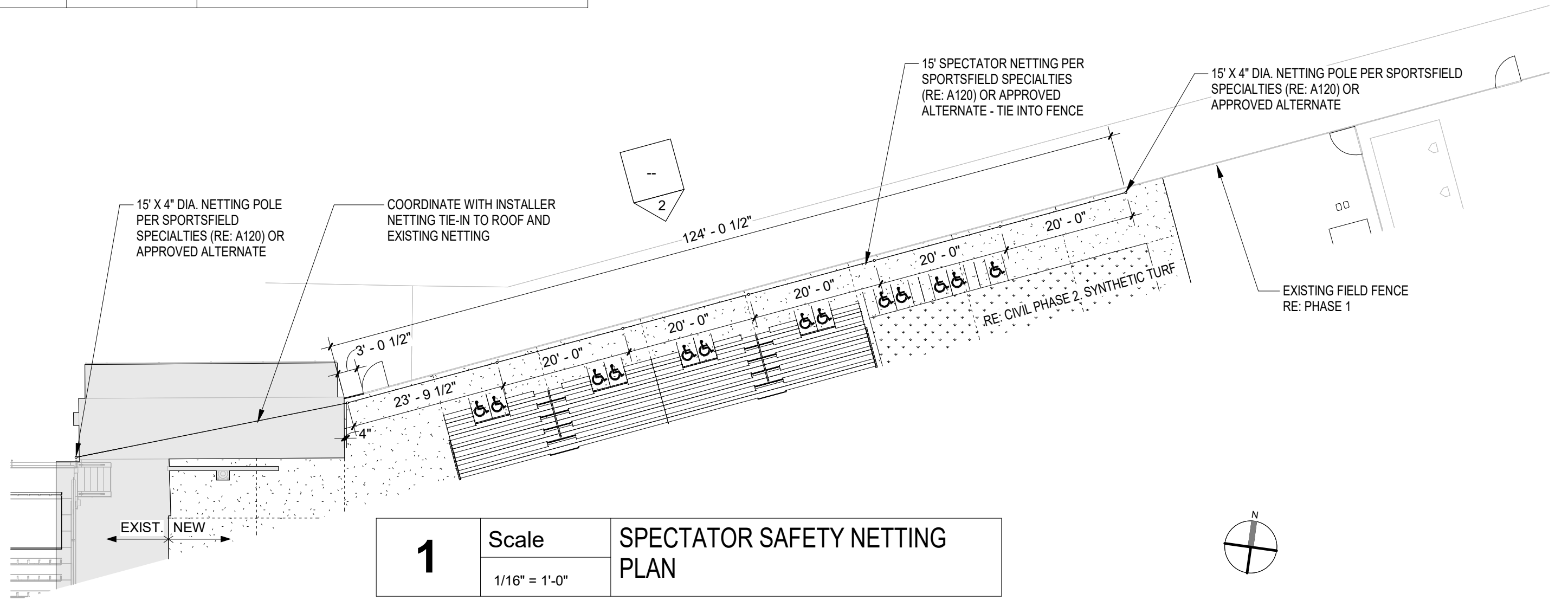
2 - Are there any design parameters around that. Netting? How high does it need to be, does it need to be removable or is fixed acceptable.

RFI Response

See attached sketch and supporting information.



2	Scale	SPECTATOR SAFETY NETTING ELEVATION
	1/16" = 1'-0"	



1	Scale	SPECTATOR SAFETY NETTING PLAN
	1/16" = 1'-0"	

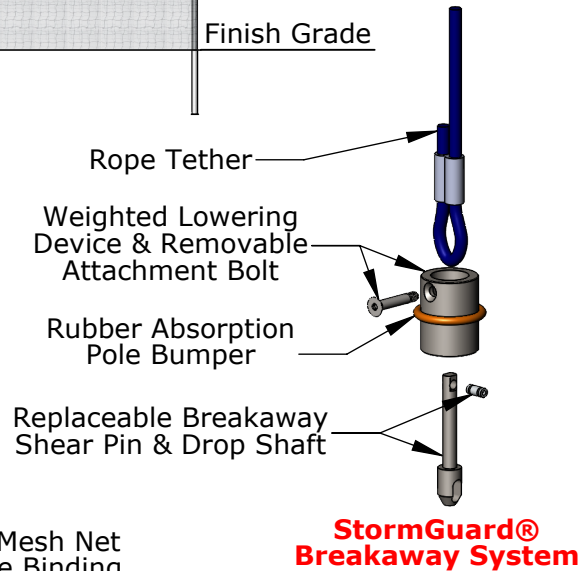
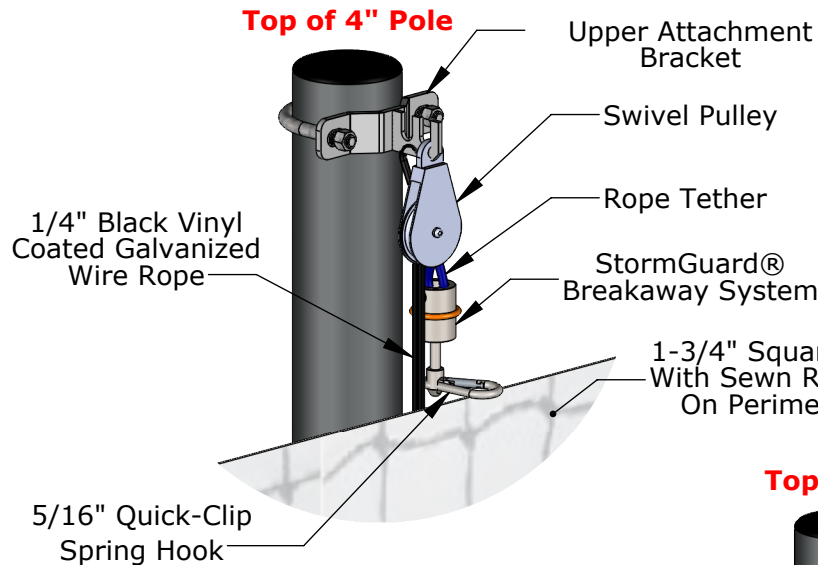
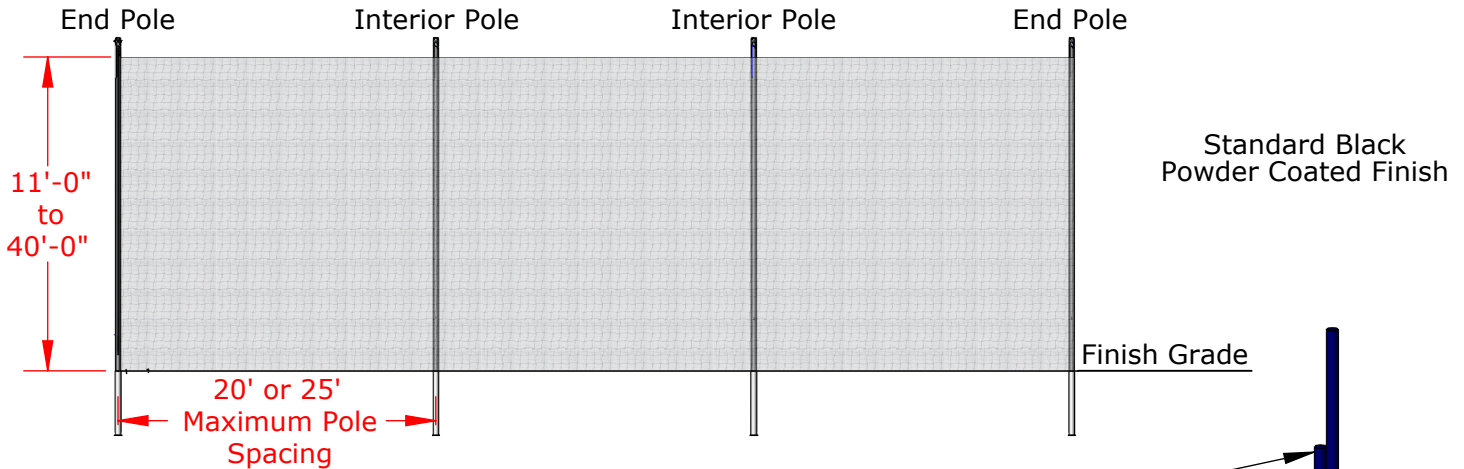
GUY SMITH STADIUM IMPROVEMENTS

2113 Myrtle Ave, Greenville, NC 27834

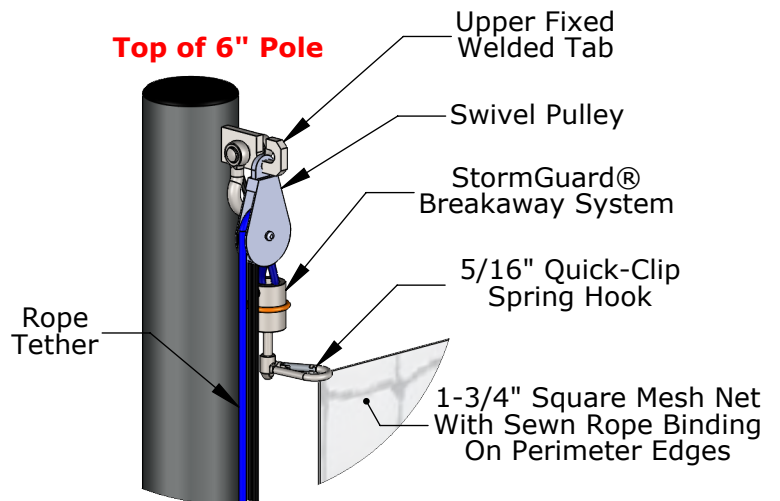
Issue Date: 9/22/2023



United States Patent #9,017,190 Issued April 28, 2015
 United States Patent #9,586,123 Issued March 7, 2017



1-3/4" Square Mesh Net With Sewn Rope Binding On Perimeter Edges



**Foundation Requirements
 Based on Local Codes and
 Soil Conditions**

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPORTSFIELD SPECIALTIES INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPORTSFIELD SPECIALTIES INC. IS PROHIBITED.

**StormGuard® Professionally Pre-Engineered
 Breakaway Ball Safety System Netting**

Not To Scale

BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories

SECTION 11 68 33 Athletic Field Equipment
(Formally Section 11480)

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide all equipment and materials, and do all work necessary to furnish and install the athletic equipment, as indicated on the drawings and as specified herein. Athletic equipment shall include, but not be limited to:

1. BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories

1.02 RELATED WORK

A. Examine contract documents for requirements that affect work of this section. Other specification divisions and sections that directly relate to the work of this section include, but are not limited to:

1. Division 03 – Concrete; Sections: Cast-in-Place Concrete
2. Division 31 – Earthwork; Sections: Excavation and Backfill and Establishment of Sub-Grade Elevations
3. Division 32 – Exterior Improvements; Sections: Athletic and Recreational Surfacing, Concrete, Asphalt and Site Improvements

1.03 REFERENCES

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. National Federation of State High School Associations (NFHS)
2. National Collegiate Athletic Association (NCAA)
3. International Association of Athletics Federations (IAAF)
4. American Sports Builders Association (ASBA)
5. Manufacturers Data and Recommended Installation Requirements

1.04 SUBMITTALS

A. Manufacturers Product Data

1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representatives review.

B. Shop Drawings

1. Provide drawings of the manufacturers recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representatives review.

1.05 QUALITY ASSURANCE

- A.** Manufacturers warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements. The Manufacturer shall have a current American Sports Builders Association (ASBA) Supplier Certificate of Distinction designation.

1.06 PRODUCT DELIVERY AND STORAGE

- A.** Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

PART 2 PRODUCTS

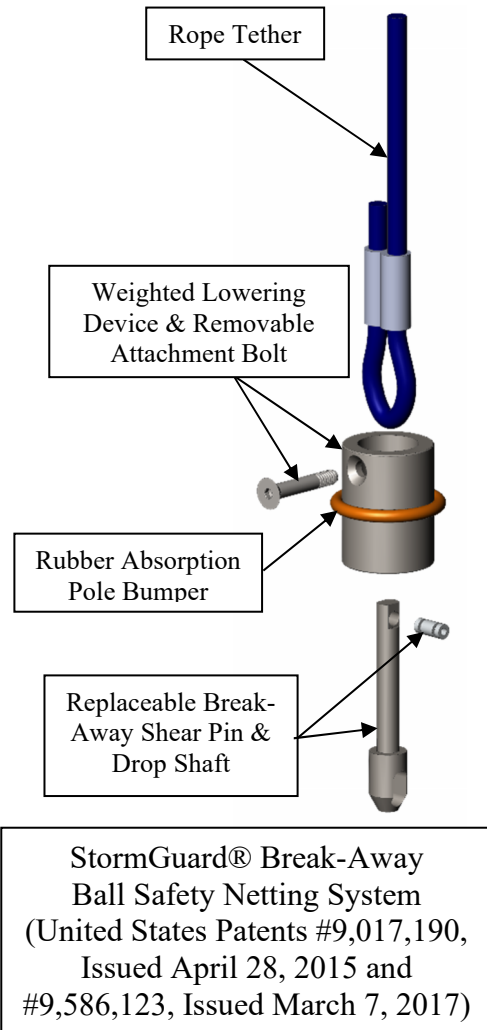
2.01 BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories

- A.** BASE: BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories as Manufactured and/or Supplied by:

Sportsfield Specialties, Inc.
P.O. Box 231
41155 State Highway 10
Delhi, NY 13753
p. 888-975-3343
f. 607-746-8481
www.sportsfieldspecialties.com

- B.** COMPONENTS:

1. BSS415 StormGuard® Professionally Pre-Engineered Break-Away Ball Safety Netting System Straight Poles:
 - a. 3-1/2" Schedule 40 Aluminum Pipe (4" O.D.), 18'-6"L
 - b. Standard Powder Coated Black Finish, Various Standard and Custom Powder Coat Finish Color Options Available
2. StormGuard® Professionally Pre-Engineered Break-Away Ball Safety Netting System (United States Patents #9,017,190, Issued April 28, 2015 and #9,586,123, Issued March 7, 2017):



- a. StormGuard® is the first and only ball safety netting system in the industry that is both designed and professionally pre-engineered to allow the net to fall to the ground before failures of the poles and/or hardware occur under extreme wind speed and/or adverse weather conditions such as ice and snow. This patented feature utilizes a shear pin device attached to the net at the top of each pole.

As shown in the diagram, the snap clip that holds the net up is attached to the oblong shaped hole located at the bottom of the smaller drop shaft that is connected to the cylindrical steel weight utilizing a 150 lb. break strength aluminum shear pin. The cylindrical steel weight is semi-permanently attached to the rope tether that hoists the net up and down with a removable bolt and includes a rubber absorption bumper to prevent damage to the pole's powder coated black finish.

The poles are installed at a maximum of twenty-five foot (25') on center or less. When the wind speed exceeds approximately sixty-five to seventy miles per hour (65 - 70 mph), the 150 lb. break strength aluminum shear pin will react to the environmental conditions by allowing the smaller drop shaft to release from the cylindrical steel weight causing the net to fall to the ground. The end user then simply unwinds the rope tether from the cleat, lowers the cylindrical steel weight to the ground, replaces the already provided aluminum shear pin and raises the net back up.

3. Ground Sleeves with Welded Base Plates:
 - a. 30"L Ground Sleeves
 - b. Aluminum Tube with Alignment Bolt
4. Net with Perimeter Rope Binding:
 - a. Overall Dimensions Specified by Customer
 - b. 1-3/4" Square Mesh

- c. #36 Black Nylon
- d. Sewn 1/4" Diameter Braided Rope Binding on Perimeter Edges
- e. Standard Color is Black

5. Included Accessories:

- a. Stainless Steel and/or Galvanized Steel Assembly Hardware
- b. Fixed Welded Upper Tab and Adjustable Lower Bracket with Tensioned Vertical Slide Cable System
- c. Secure Snap Clips for Net Attachment
- d. 3/16" Diameter Galvanized Wire Rope Black Vinyl Coated to 1/4" Diameter
- e. Black Plastic Friction Fit Ground Sleeve Caps
- f. Model Specific Hardware Kit and Installation Instructions

6. Optional Accessories:

- a. Base Plate Mount Ball Safety Netting Systems
- b. Custom Ball Safety Netting System Sizes and Designs Available Upon Request
- c. Custom Net Mesh Sizes and Colors Available Upon Request
- d. Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer of Record in the State of Project Location

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

- A.** All BSS415 StormGuard® Professionally Pre-Engineered 15' Straight Pole Break-Away Ball Safety Netting System and Accessories shall be installed as recommended per manufacturer's written instructions and as indicated on the drawings. Concrete anchoring foundations to be determined by others based on local soil conditions and building codes. Installer should have a minimum of five (5) ball safety netting system installations or similar experience in the previous three (3) years.

END OF SECTION

Request for Information

RFI No.: BID RFI #4

Date: 10/12/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: C101, ASD102, AS102, ME101

Ref. Spec.: _____

RFI Description

Drawings call for transformer to be removed. Will that scope be part of Phase I or Phase II.

RFI Response

Relocating the transformer was is shown as Phase II scope in the drawings. However, that scope of work is being moved to Phase I and should be omitted from the Phase II Bids.

Request for Information

RFI No.: BID RFI #3

Date: 10/12/23

Answer by: Beau Hewins

To: City of Greenville Recreation and Parks
2000 Cedar Ln.
Greenville, NC 27858

From: Mammoth Sports Construction
8813 Penrose Ln. STE. 200
Lenexa, KS 66219

ATTN: Mark Nottingham

Project: Guy Smith Stadium Renovations

Ref. Drawing: ME101

Ref. Spec.: _____

RFI Description

Per Sheet ME101, which was added to the drawing set in ADD #1, shows underground utilities routed through the landscape area on the Southeast corner of the main building. There are 2 mature trees in that landscape area. Are the tree supposed to be removed or will the utilities be rerouted under the parking lot?

RFI Response

Per owner direction the trees will remain and the utilities will be ran under the parking lot.

Vendor Name: Berry Building Group, Inc.

Vendor Number: 11161

Contract # _____

Exhibit B: Consultant's/ Contractor's Proposal

SUBMIT PROPOSALS IN CARE OF:
Recreation and Parks Department City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRM NAME: BERM BUILDING GROUP INC

DATE: October 13th, 2023

PROPOSAL: Guy Smith Stadium Improvements

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 200 West Fifth Street, Greenville, NC 27858, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Guy Smith Stadium Improvements**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows.

**City of Greenville, NC
Guy Smith Stadium Improvements BID
FORM**

**Price Breakdown for Individual Base Bid Items Required BASE
BID ITEMS**

Item	Description and Price in Words	Price in Figures
1	The construction of all miscellaneous work per the plans and specifications, including but not limited to: General Conditions, Site Preparation, Demolition, Grading, Utilities, Modular Shipping Container Structures and foundations, New Bleacher, New Concrete Pad, Site Furnishings, Fencing, New Electrical Services, New Plumbing Services, Mechanical installation, and Landscaping (and any other Base Bid items not covered below), to construct complete and in place the Guy Smith Stadium Improvements in Greenville, NC for the Lump Sum of <u>One Million</u> dollars and <u>0</u> cents. Eighty Five Thousand	\$ <u>1,085,000.00</u>

ADD ALTERNATE BID ITEMS (None)

Item	Description and Price in Words	Price in Figures
AA (A)	Modular (shipping container) Kitchen, foundations, new gas line, and kitchen equipment, complete and in place, for the Lump Sum of <u>One Hundred</u> dollars and <u>0</u> cents. Fifty Thousand	\$ <u>150,000.00</u>
AA (B)	Rooftop mechanical equipment screening for Kitchen, complete and in place, for the Lump Sum of <u>Thirty Five</u> dollars and <u>0</u> cents. Thousand	\$ <u>35,000.00</u>
AA (C)	Covers & All - Pergola Cover - Design 2. Tarp Tuff <u>One Thousand</u> dollars and <u>0</u> cents.	\$ <u>1,000.00</u>
AA (D)	Coverstore – Custom Pergola Grommet Shade Canopy Cover. Item # W102.DSS <u>One Thousand</u> dollars and <u>0</u> cents.	\$ <u>1,000.00</u>

A. ALLOWANCES: None Included

B. DECLARATION:

C. ADDENDA: Bidder acknowledges receipt of Addenda as follows: No.

1 Date: 10-2-2023

No. 2 Date: 10-12-2023

No. 2 (re-bid) Date: 10-20-2023

Revised Bid Form Received on 11/30/23
 Base bid revised due to scope revisions
 and negotiations.

City of Greenville, NC
 Guy Smith Stadium Improvements BID
 FORM
 Price Breakdown for Individual Base Bid Items Required BASE
 BID ITEMS

Item	Description and Price in Words	Price in Figures
1	The construction of all miscellaneous work per the plans and specifications, including but not limited to: General Conditions, Site Preparation, Demolition, Grading, Utilities, Modular Shipping Container Structures and foundations, New Bleacher, New Concrete Pad, Site Furnishings, Fencing, New Electrical Services, New Plumbing Services, Mechanical installation, and Landscaping (and any other Base Bid items not covered below), to construct complete and in place the Guy Smith Stadium Improvements in Greenville, NC for the Lump Sum of SEVEN HUNDRED dollars and <u>0</u> cents. NINEEY EIGHT THOUSAND	\$ <u>710,000.00</u>

ADD ALTERNATE BID ITEMS (None)

Item	Description and Price in Words	Price in Figures
AA (A)	Modular (shipping container) Kitchen, foundations, new gas line, and kitchen equipment, complete and in place, for the Lump Sum of 250,000 dollars and <u>0</u> cents. Two Hundred Fifty Thousand	+ \$ <u>250,000.00</u>
AA (B)	Rooftop mechanical equipment screening for Kitchen, complete and in place, for the Lump Sum of THIRTY FIVE THOUSAND dollars and <u>0</u> cents.	+ \$ <u>35,000.00</u>
AA (C)	Covers & All - Pergola Cover - Design 2. Tarp Tuff 1,000 dollars and <u>0</u> cents. ONE THOUSAND	+ \$ <u>1,000.00</u>
AA (D)	Coverstore - Custom Pergola Grommet Shade Canopy Cover. Item # W102.DSS ONE THOUSAND 1,000 dollars and <u>0</u> cents.	+ \$ <u>1,000.00</u>

A. ALLOWANCES: None Included ALTERNATE (E) - DELETE MERCHANDISE CONTINGENT \$ < 38,000 >

B. DECLARATION:

C. ADDENDA: Bidder acknowledges receipt of Addenda as follows: No.

- No. 1 Date: 10/2/23
- No. 2 Date: 10/12/23
- No. REVISION Date: 10/20/23

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

Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
 - Affidavit A (if subcontracting)
- OR
- Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
 - Affidavit B (if self-performing: will need to provide documentation of similar projects in scope, scale, and cost)

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

- Affidavit C (if aspirational goals are met or are exceeded)
- OR
- Affidavit D (if aspirational goals are not met)
 - After award of contract and prior to issuance of notice to proceed: Letter(s) of Intent or Executed Contracts

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

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

Minimum Compliance Requirements:

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

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of PITT

(Name of Bidder)

Affidavit of BERRY BUILDING GROUP INC

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

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

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

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

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

Date: 10/17/2023 Name of Authorized Officer: John BERRY

Signature: [Signature]

Title: OWNER



State of North Carolina, County of Pitt

Subscribed and sworn to before me this 2nd day of October 2023

Notary Public Jodie P. Berry

My commission expires December 2, 2023

BID BOND for the City of Greenville

Contract name and number or other description of the Contract: Guy Smith Stadium Renovation-Phase 2

Name of Bidder: Berry Building Group, Inc.

Name, address, and telephone number of Surety's N. C. Resident Agent:

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Telephone number of Surety's home office:
919-474-4807

Surety is a corporation organized and existing pursuant to the laws of the State of:
Connecticut

Amount of this bond: check (a) or (b):

(a) (write or type the amount in words and figures) All numbers in this section are in U. S. dollars.

(\$)

(b) five percent of the amount of the proposal (5%)

Bond number: Bid Bond

Date of execution of this bond: 10/13/2023

Obligee: CITY OF GREENVILLE, a North Carolina municipal corporation.

KNOW ALL PERSONS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed to act as surety in North Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of the amount stated above, for the payment of which sum, well and truly to be made, the Surety binds itself and its successors and assigns, jointly and severally, by these presents. Whereas the Bidder is herewith submitting a proposal for the Contract referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash deposit pursuant to G.S. 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the contract for which the bond is submitted, and shall, within ten days after the award is made, execute and deliver to the Obligee the contract and give satisfactory surety as required by G.S. 143-129, then this obligation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder fails or refuses to so execute and deliver said contract or give said satisfactory surety, the Surety shall upon demand forthwith pay to the Obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of extensions of time, for the opening of proposals and for the modification, award, execution, and delivery of the contract. IN WITNESS WHEREOF, the Surety has executed this instrument under its seal as of the date of execution indicated above, pursuant to authority of its governing body.

Travelers Casualty and Surety Company of America

(name of Surety)



Handwritten signature of Katherine L. Pearce


(signature of Surety's attorney in fact) Katherine L. Pearce
(Affix Surety's corporate seal) Attorney-In-Fact

(Instructions to Surety: If you use a raised corporate seal, press hard enough to make it legible.)

Bid Bond for City of Greenville:

Refer to the Bid Bond forms found in the Project Manual. *Use these forms, only if required.*

Respectfully submitted this 13th day of OCTOBER, 2022

Signature: 

Title: OWNER

Firm: BEAR BUILDING GROUP INC.

Address: 214 COMMERCE ST.

GREENVILLE NC 27658

License No. 81240 Expiration Date: 12/31/23

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF BID BOND


State of North Carolina

County of Durham

I, Megan S. Bartman, a notary public in and for said county and state, certify that Katherine L. Pearce personally appeared before me this day and acknowledged that he or she is Attorney in Fact for Travelers Casualty and Surety Company of America, the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the 13th day of October, 2023.

My commission expires: 10/14/2026


Megan S. Bartman Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Katherine L. Pearce of Durham, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Berry Building Group, Inc.
Obligee: Greenville NC Parks and Recreation

Project Description: Guy Smith Stadium Renovation - Phase 2

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of October, 2023.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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 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

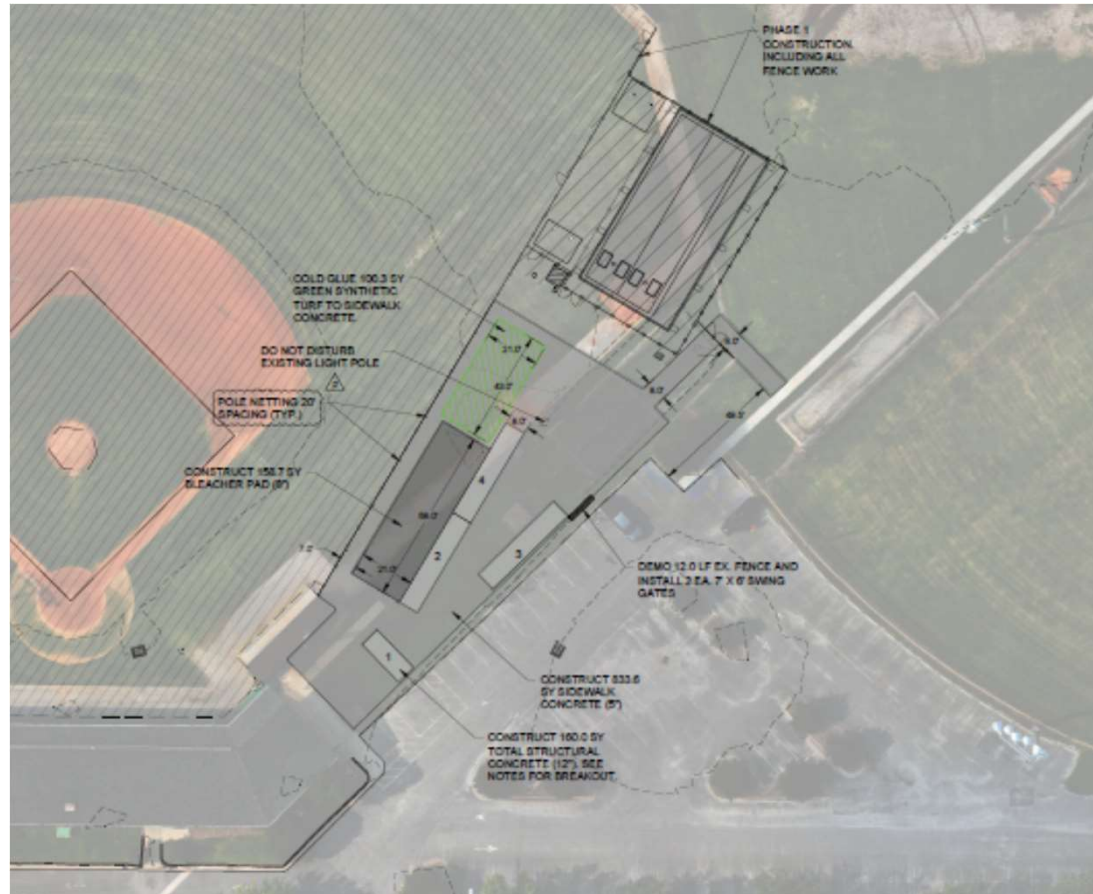
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair 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);

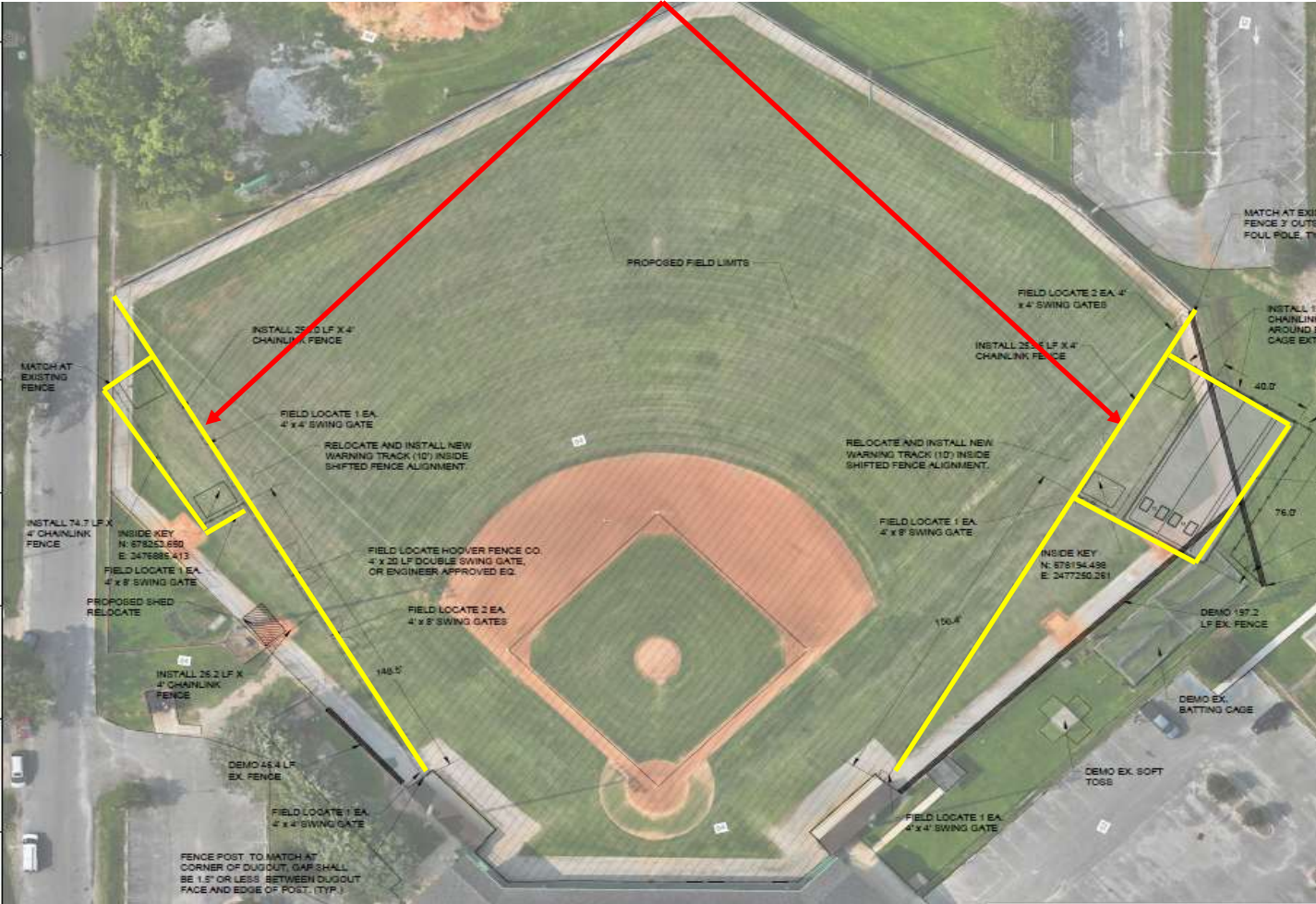
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by 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).

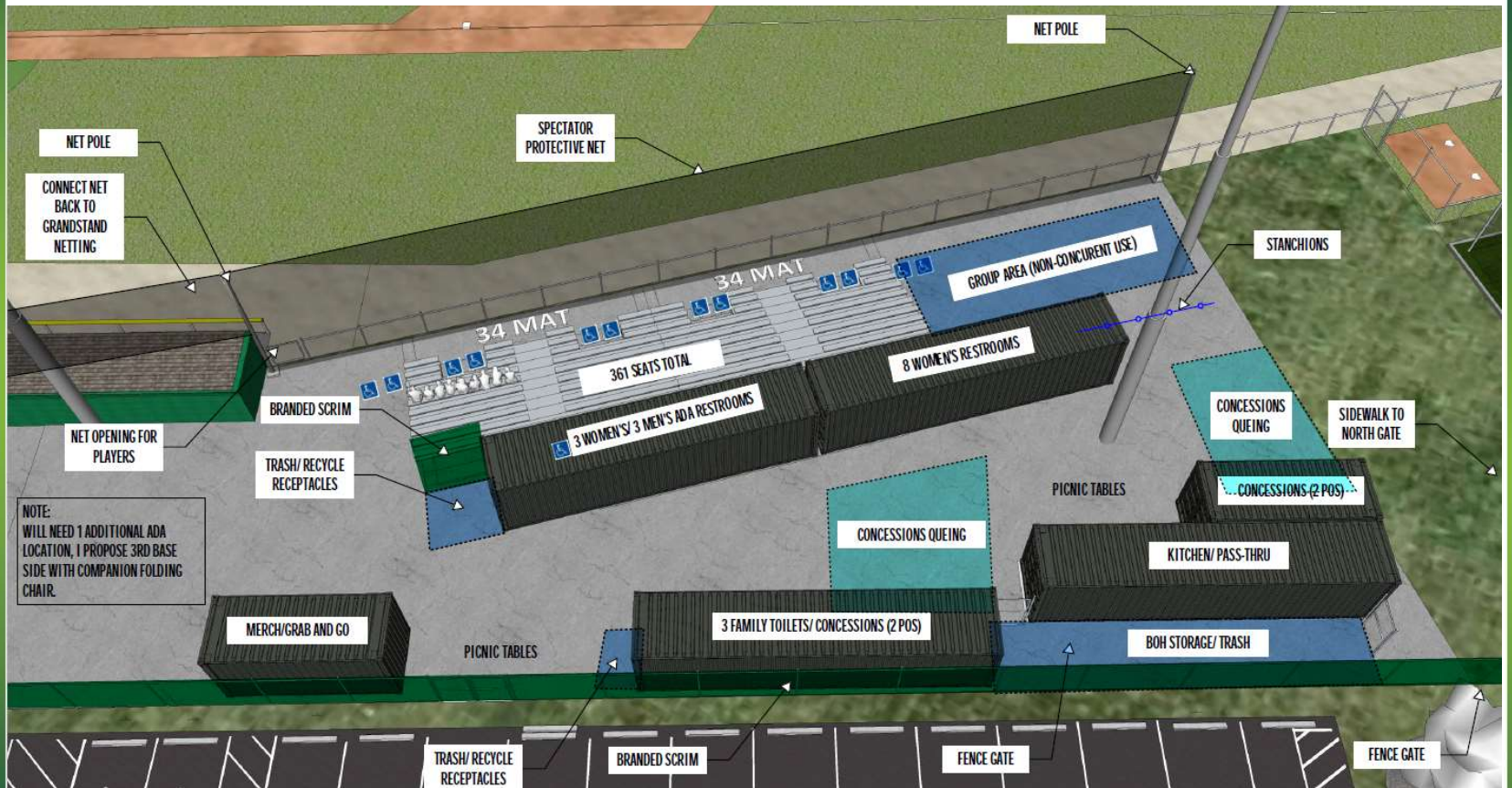
Guy Smith Stadium Improvements



Guy Smith Stadium Improvements



Guy Smith Stadium Improvements



Some amenities shown may be included in a phase 3; dependent on budget and overall costs of the first initial phases.





City of Greenville, North Carolina

Meeting Date: 12/14/2023

Title of Item: Budget Ordinance Amendment #5 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached for consideration at the December 14, 2023 City Council meeting is an ordinance amending the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003).

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>Increase / (Decrease)</u>
A	Record receipts from the City sponsored fund raiser for the benefit of the City's United Way campaign	General	\$4,272
B	Allocate funds received from Pitt Greenville Soccer Association for their portion of 2023 Fall Soccer Jerseys.	General	4,124
C	Adjust budget to reflect 1st quarter projected annual amount.	General	325,000
D	Recognize funding from the Department of Justice JAG program for the benefit of Greenville Police Department.	Special Revenue	25,761

E	Recognize funding for the 4th St Repair project by moving funds from the Ficklen St project and appropriating Street Improvement Bond premium.	Engineering Capital Projects Street Improvement Bond	125,000
F	Reclass department allocations based on year-to-date activity (budget neutral)	General	-
G	Recognize donations received within the Police Department.	Donations	10,500

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2023-24 Original Budget</u>	<u>Amendment #5</u>	<u>2023-24 Budget per Amendment #5</u>
General	\$108,019,103	\$333,396	\$108,352,499
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	2,060,790	-	2,060,790
Health Insurance	14,376,386	-	14,376,386
Vehicle Replacement	8,346,170	-	8,346,170
Facilities Improvement	2,311,139	-	2,311,139
Special Revenue Grants	14,742,158	25,761	14,767,919
Public Works Capital Projects	59,693,491	-	59,693,491
Recreation & Parks Capital Projects	18,046,579	-	18,046,579
Community Development Capital Projects	19,554,227	-	19,554,227
Engineering Capital Projects	60,314,786	125,000	60,439,786
Donations	528,692	10,500	539,192
Occupancy Tax	4,654,328	-	4,654,328
Fire/Rescue Capital Projects	13,394,528	-	13,394,528
Street Improvement Bond Capital	17,715,414	125,000	17,840,414

Recommendation:

Approve Budget Ordinance Amendment #5 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), Engineering Capital Projects Fund (Ordinance #20-019), and Special Revenue Grant Fund (Ordinance #11-003)

ATTACHMENTS

- Budget Amendment #5.pdf**
- BA_5_Final.xlsx**

City of Greenville
 Fiscal Year 2023-24
 Budget Amendment #5

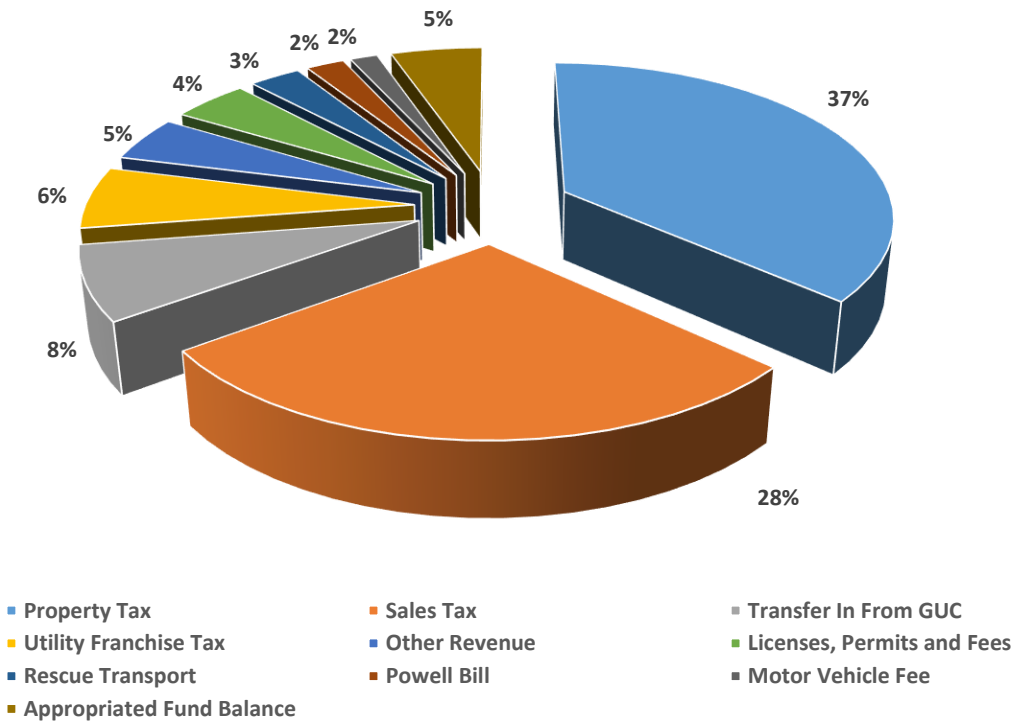
	City Fund				
	General	Special Revenue	Engineering Capital	Donations	Street Improve
Beginning Balance	\$ 108,019,103	\$ 14,742,158	\$ 60,314,786	\$ 528,692	\$ 17,715,414
Increase / (Decrease):					
- Record receipts from the City sponsored fund raiser for the benefit of the City's United Way campaign.	4,272	-	-	-	-
- Allocate funds received from Pitt Greenville Soccer Association for their portion of 2023 Fall Soccer Jerseys.	4,124	-	-	-	-
- Adjust budget to reflect 1st quarter projected annual amount.	325,000	-	-	-	-
- Recognize funding from the Department of Justice JAG program for the benefit of Greenville Police Department.	-	25,761	-	-	-
- Recognize funding for the 4th Street repair project by moving funds from the Ficklen Street project and appropriating Street Improvement Bond premium.	-	-	125,000	-	125,000
- Recognize donations received within the Police Department.	-	-	-	10,500	-
Total Adjustments	\$ 333,396	\$ 25,761	\$ 125,000	\$ 10,500	\$ 125,000
Ending Balance	<u>\$ 108,352,499</u>	<u>\$ 14,767,919</u>	<u>\$ 60,439,786</u>	<u>\$ 539,192</u>	<u>\$ 17,840,414</u>

City of Greenville
 Fiscal Year 2023-24
 Budget Amendment #5

	Beginning Budget	Increase / (Decrease)	Amended Budget	% Mix
<u>Operating Funds</u>				
General	108,019,103.00	333,396.00	108,352,499.00	61.5%
Debt Service	6,863,408.00	-	6,863,408.00	3.9%
Public Transportation	5,572,716.00	-	5,572,716.00	3.2%
Fleet Maintenance	6,357,587.00	-	6,357,587.00	3.6%
Sanitation	9,416,250.00	-	9,416,250.00	5.3%
Stormwater	12,618,171.00	-	12,618,171.00	7.2%
Housing	2,060,790.00	-	2,060,790.00	1.2%
Health Insurance	14,376,386.00	-	14,376,386.00	8.2%
Vehicle Replacement	8,346,170.00	-	8,346,170.00	4.7%
Facilities Improvements	2,311,139.00	-	2,311,139.00	1.3%
	<u>175,941,720.00</u>	<u>333,396.00</u>	<u>176,275,116.00</u>	<u>100.0%</u>
<u>Capital Project Funds</u>				
Public Works Capital Projects	59,693,491.00	-	59,693,491.00	
Recreation and Parks Capital Projects	18,046,579.00	-	18,046,579.00	
Community Development Capital Projects	19,554,227.00	-	19,554,227.00	
Engineering Capital Projects	60,314,786.00	125,000.00	60,439,786.00	
Fire Rescue Capital Projects	13,394,528.00	-	13,394,528.00	
Street Improvement Bond Capital	17,715,414.00	125,000.00	17,840,414.00	
Total	<u>188,719,025.00</u>	<u>250,000.00</u>	<u>188,969,025.00</u>	
<u>Other Miscellaneous Funds</u>				
Donations	528,692.00	10,500.00	539,192.00	
Occupancy Tax	4,654,328.00	-	4,654,328.00	
Special Revenue Grants	14,742,158.00	25,761.00	14,767,919.00	
	<u>19,925,178.00</u>	<u>36,261.00</u>	<u>19,961,439.00</u>	

General Fund Revenue by Category

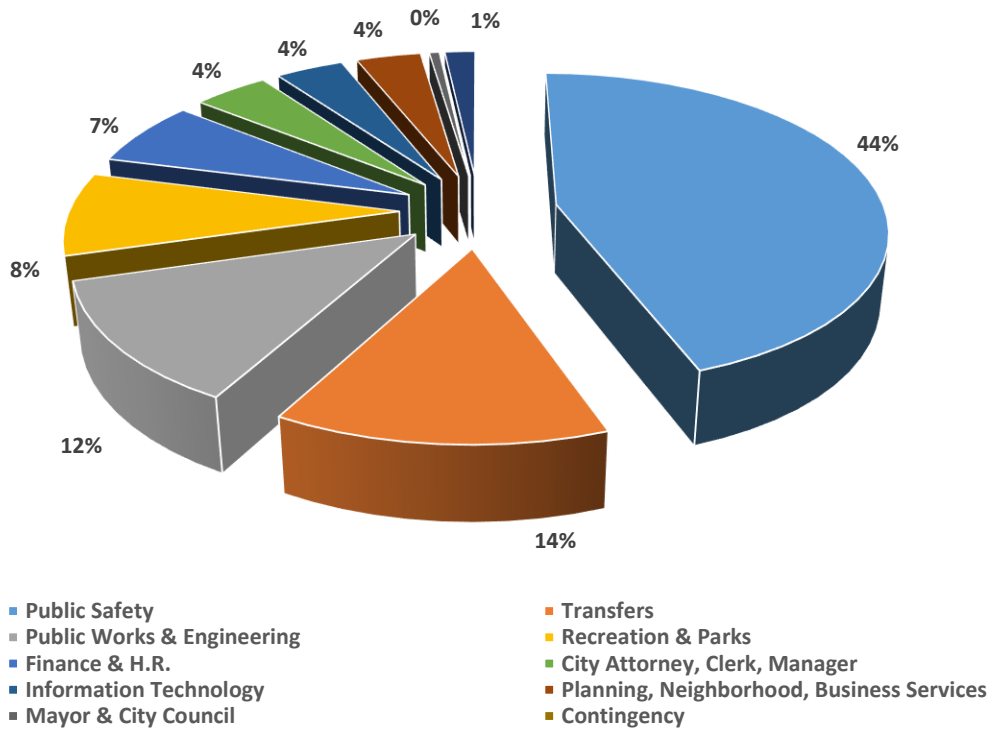
Property Tax	\$ 39,689,205	36.6%
Sales Tax	30,766,976	28.4%
Transfer In From GUC	8,199,596	7.6%
Utility Franchise Tax	6,896,611	6.4%
Other Revenue	5,029,745	4.6%
Licenses, Permits and Fees	4,732,550	4.4%
Rescue Transport	3,200,000	3.0%
Powell Bill	2,390,610	2.2%
Motor Vehicle Fee	1,705,845	1.6%
Appropriated Fund Balance	5,741,361	5.3%
Total	\$ 108,352,499	100.0%



City of Greenville
 Fiscal Year 2023-24
 Budget Amendment #5

General Fund Expense by Category

Public Safety	\$ 49,927,882	46.1%
Transfers	15,187,214	14.0%
Public Works & Engineering	14,024,330	12.9%
Recreation & Parks	9,553,591	8.8%
Finance & H.R.	7,508,552	6.9%
City Attorney, Clerk, Manager	4,849,328	4.5%
Information Technology	4,388,709	4.1%
Planning, Neighborhood, Business Services	4,181,992	3.9%
Mayor & City Council	641,788	0.6%
Contingency	40,000	0.0%
Appropriated Fund Balance	(1,950,887)	-1.8%
Total	\$ 108,352,499	100.0%



**ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#5) Amending the 2023-24 Budget (Ordinance #23-046),
Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), Engineering Capital Projects Fund (Ordinance #20-019),
and Special Revenue Grant Fund (Ordinance #11-003)**

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 #5						2023-24 Budget per Amend #5
	2023-24 Revised Budget	A.	B.	C.	F.	Total Amend #5	
ESTIMATED REVENUES							
Property Tax	\$ 39,689,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,689,205
Sales Tax	30,616,976	-	-	150,000	-	150,000	30,766,976
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	769,916	-	-	-	-	-	769,916
Licenses, Permits and Fees	4,728,426	-	4,124	-	-	4,124	4,732,550
Rescue Service Transport	3,200,000	-	-	-	-	-	3,200,000
Parking Violation Penalties, Leases,	300,000	-	-	-	-	-	300,000
Other Revenues	1,244,518	4,272	-	-	-	4,272	1,248,790
Interest on Investments	750,000	-	-	175,000	-	175,000	925,000
Transfers In GUC	8,199,596	-	-	-	-	-	8,199,596
Appropriated Fund Balance	5,741,361	-	-	-	-	-	5,741,361
Total Revenues	\$ 108,019,103	\$ 4,272	\$ 4,124	\$ 325,000	\$ -	\$ 333,396	\$ 108,352,499
APPROPRIATIONS							
Mayor/City Council	\$ 641,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 641,788
City Manager	3,629,982	-	-	9,580	39,709	49,289	3,679,271
City Clerk	396,851	-	-	1,475	6,112	7,587	404,438
City Attorney	745,375	-	-	3,935	16,309	20,244	765,619
Human Resources	3,534,816	4,272	-	6,805	28,203	39,280	3,574,096
Information Technology	4,309,514	-	-	15,393	63,802	79,195	4,388,709
Engineering	6,076,354	-	-	13,036	54,033	67,069	6,143,423
Fire/Rescue	18,366,631	-	-	76,213	315,886	392,099	18,758,730
Financial Services	3,173,346	-	-	11,878	49,232	61,110	3,234,456
Recreation & Parks	9,398,905	-	4,124	29,265	121,297	154,686	9,553,591
Police	30,565,188	-	-	117,394	486,570	603,964	31,169,152
Public Works	7,769,154	-	-	21,722	90,031	111,753	7,880,907
Planning & Development	2,700,067	-	-	12,499	51,804	64,303	2,764,370
Neighborhood & Business Services	1,387,757	-	-	5,805	24,060	29,865	1,417,622
OPEB	700,000	-	-	-	-	-	700,000
Contingency	40,000	-	-	-	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	(1,950,887)
Total Appropriations	\$ 91,484,841	\$ 4,272	\$ 4,124	\$ 325,000	\$ 1,347,048	\$ 1,680,444	\$ 93,165,285
OTHER FINANCING SOURCES							
Transfers to Other Funds	\$ 16,534,262	\$ -	\$ -	\$ -	\$ (1,347,048)	\$ (1,347,048)	\$ 15,187,214
Total Other Financing Sources	\$ 16,534,262	\$ -	\$ -	\$ -	\$ (1,347,048)	\$ (1,347,048)	\$ 15,187,214
Total Approp & Other Fin Sources	\$ 108,019,103	\$ 4,272	\$ 4,124	\$ 325,000	\$ -	\$ 333,396	\$ 108,352,499

Section II: 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	G.	Total Amend #5	2023-24 Budget per Amend #5
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 325,404	\$ 10,500	\$ 10,500	\$ 335,904
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	\$ 528,692	\$ 10,500	10,500	\$ 539,192
APPROPRIATIONS				
Mayor & City Council	\$ 550	\$ -	\$ -	\$ 550
Financial Services	1,336	-	-	1,336
Police	44,387	10,500	10,500	54,887
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	458,947	-	-	458,947
Total Appropriations	\$ 528,692	\$ 10,500	10,500	\$ 539,192

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

	2023-24 Revised Budget	D.	Total Amend #5	2023-24 Budget per Amend #5
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 11,368,133	\$ 25,761	\$ 25,761	\$ 11,393,894
CARES Act Funding	1,561,332	-	-	1,561,332
Transfer From General Fund	1,677,379	-	-	1,677,379
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Total Revenues	\$ 14,742,158	\$ 25,761	25,761	\$ 14,767,919
APPROPRIATIONS				
Personnel	\$ 2,295,650	\$ -	\$ -	\$ 2,295,650
Operating	6,284,601	-	-	6,284,601
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,526,923	-	-	1,526,923
Rural Housing Recovery Grant	350,000	-	-	350,000
Environmental Enhancement Grant	150,935	-	-	150,935
STAR Grant	330,000	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	24,500
Governor's Crime Commission Grant 23	22,900	-	-	22,900
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Justice Assistance Grant 2023	27,761	25,761	25,761	53,522
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Opioid Settlement Trust	45,532	-	-	45,532
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Assistance to Fire Fighters Grant	297,567	-	-	297,567
Transfer to Other Funds	875,000	-	-	875,000
Total Appropriations	\$ 14,742,158	\$ 25,761	25,761	\$ 14,767,919

Section IV: 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	E.	Total Amend #5	2023-24 Budget per Amend #5
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	125,000	125,000	2,680,921
Transfer from Other Funds	2,605,022	-	-	2,605,022
Other In-kind Contributions	1,150,000	-	-	1,150,000
Transfer from General Fund	8,258,868	-	-	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	\$ 60,314,786	\$ 125,000	\$ 125,000	\$ 60,439,786
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	(1,000,000)	(1,000,000)	1,115,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	325,000	-	-	325,000
4th Street Project	-	1,125,000	1,125,000	1,125,000
Total Appropriations	\$ 60,314,786	\$ 125,000	\$ 125,000	\$ 60,439,786

Section V. Estimated Revenues and Appropriations. Street Improvement Bond Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	E.	Total Amend #5	2023-24 Budget per Amend #5
ESTIMATED REVENUES				
Bond Proceeds	\$ 16,712,848	\$ -	\$ -	\$ 16,712,848
Transfer from PW Capital Projects	1,002,566	-	-	1,002,566
Appropriated Fund Balance	-	125,000	125,000	125,000
Total Revenues	\$ 17,715,414	\$ -	\$ -	\$ 17,840,414
APPROPRIATIONS				
Other	\$ 5,600,000	\$ -	\$ -	\$ 5,600,000
Bond Resurfacing	755,919	-	-	755,919
Arlington Improvements	4,796,648	-	-	4,796,648
Eastside Greenway	239,407	-	-	239,407
Stations Rd/10th Street Connector	2,612,848	-	-	2,612,848
Sidewalk	312,854	-	-	312,854
West 5th	171,021	-	-	171,021
Safe Routes to School	198,556	-	-	198,556
Transfer to Greenways Fund	360,000	-	-	360,000
Transfer to Public Works Capital Projects	112,240	-	-	112,240
Transfer to Engineering Capital Projects	2,555,921	125,000	125,000	2,680,921
Total Appropriations	\$ 17,715,414	\$ 125,000	\$ 125,000	\$ 17,840,414

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

Adopted this 14th day of December, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk