



Agenda

Greenville City Council

January 8, 2024

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 Foreman**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VII. Consent Agenda

1. Sublease Agreement with State of North Carolina for Equipment on VIPER Tower Located

at 2805 East Second Street

2. Resolution Accepting Dedication of Rights-of-Way and Easements for Arbor Hills South Cluster Subdivision, Section 2, Phases 10 & 11
3. Resolution and Deed of Release for Abandonment of a 10' Wide Electrical Easement Across Tax Parcel No. 73527
4. Ordinance Adopting Greenville Utilities Commission's Capital Project Budget for the Whitehurst Station Water Main Extension Project
5. Ordinance Amending and Reimbursement Resolution for Greenville Utilities Commission's Capital Project Budget for Wastewater Treatment Plant Clarifier Project
6. Resolution Declaring Police Canine Suny as Surplus and Authorizing His Disposition to Officer Nathan Lather
7. Amendment #2 to Existing On-Call Engineering Services Agreement with The East Group
8. Contract award for the development of the 2050 Metropolitan Transportation Plan
9. Request for Public Art on Public Property - DownEast Sculpture Exhibition

VIII. New Business

10. Contract Award for Construction of New Greenville Gateway Sign
11. Contract award for the 2024 Rehabilitation and Preservation Project and approval of Task Order #5 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract
12. Contract Award for Investment Advisory Services
13. Budget Ordinance Amendment #6 to the Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003)
14. Discussion of Ordinance No. 22-014 (Modular Data Processing)

IX. Review of January 11, 2024 City Council Meeting

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Sublease Agreement with State of North Carolina for Equipment on VIPER Tower Located at 2805 East Second Street

Explanation: In 2010, the City of Greenville entered into a Ground Lease Agreement with the State of North Carolina for the North Carolina State Highway Patrol (NCSHP) to construct a Voice Interoperability Plan for Emergency Responders (VIPER) communications tower on 0.08 acres of City-owned property at 2805 East Second Street behind Greenwood Cemetery. The term of the lease is for 20 years, expiring on March 31, 2030. The City placed a clause in that lease to have the option to sublease a portion of the tower for wireless communications equipment in the future.

In September of 2014, the City established a wireless link to Bradford Creek Public Golf Course. A structural analysis was approved, and equipment was installed on the tower.

When Wildwood Park began development, IT staff worked with the NCSHP again to get permission to repurpose the Bradford Creek link and upgrade the connection. Another structural analysis was performed and approved. The link to Wildwood Park was completed in March 2022 and is still in use today. The Bradford Creek link is no longer in service.

The NCSHP recently reached out to the City because the State wishes to formalize the City's use of the tower by executing a sublease agreement, with a term of December 1, 2023 through March 31, 2030, at which time the Ground Lease Agreement expires. The sublease agreement is attached for City Council's consideration and includes the Ground Lease Agreement executed in 2010.

Fiscal Note: City to pay \$1 for the term of the agreement

Recommendation: Approve the attached sublease agreement

ATTACHMENTS

- [74-DK VIPER-PITT Sublease 12-01-2023 EP Final.pdf](#)
- [Ground Lease Agreement - VIPER Tower.pdf](#)

*THIS SUBLEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION*

STATE OF NORTH CAROLINA

COUNTY OF PITT

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease”), made as of the last date set forth in the notary acknowledgements below (the “Effective Date”), between the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter designated “Sublessor,” and the **CITY OF GREENVILLE**, a body politic and corporate, hereinafter designated “Sublessee.” The Sublessor and Sublessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WITNESSETH

THAT WHEREAS, the North Carolina Department of Public Safety (DPS), Division of Law Enforcement, State Highway Patrol, has requested and approved the execution of this instrument for the purposes herein set forth; and

WHEREAS, the authority to approve and execute this Sublease agreement was delegated to the Department of Administration by Resolution adopted by the Governor and Council of State at a meeting held in the City of Raleigh on the 9th day of January 2018; and

WHEREAS, the DPS and the City of Greenville, entered into a Ground Lease agreement dated July 7, 2010 (“Ground Lease”), attached hereto and incorporated herein as Exhibit A, pursuant to which North Carolina State Highway Patrol builds, owns and manages a communications tower (the “Tower”) and an equipment building (the “Building”) located at 2805 East 2nd Street, Greenville, Pitt, NC 27835 (the “Site”), to support its Voice Interoperability Emergency Management Response (VIPER) network; which parcel or tract is depicted on sheet number C-2, titled “Compound Details,” in the plans for the telecommunications facility known as “Greenville Cemetery” site number HP-1341, prepared by Tower Engineering Professionals (TEP#: 083379), dated June 29; and

WHEREAS, Sublessor offers this sublease under that Ground Lease agreement dated July 7, 2010, to the City of Greenville, Pitt County, a body politic and political subdivision of the State of North Carolina, located at the Site; and

WHEREAS, the Parties have hereto mutually agreed to the terms and conditions of this Sublease as hereinafter set forth.

NOW, THEREFORE, in consideration of rental received, and the further mutual terms, covenants and conditions set forth herein, Sublessor and Sublessee agree as follows:

1. **Premises.** Sublessor hereby Subleases to Sublessee, subject to the terms and conditions of this Sublease, non-exclusive space on that certain 340’ self-supporting tower (the “Tower Space”)

to accommodate one (1) microwave dish at the 200' height level together with additional Tower Space as necessary for installation of radios, wires, cables, and conduits as well as space in the Building (the "Building Space") for the county's communication equipment. The Tower Space, Building Space and the right of Sublessee to access the Site, subject to the notice provisions contained in the Sublease, are collectively referred to herein as the "Premises".

2. **Term.** The term of this Sublease shall be for a period of seven (7) years beginning on the 1st day of December 2023, the "Commencement Date", and expiring on the 31st day of March 2030 (the "Term"), unless earlier terminated as provided herein.

3. **Rent.** Sublessee shall pay to the Sublessor as rental for the Premises, the sum of one dollar (\$1) for the Term.

4. **Use, Fixtures and Access.** Sublessee shall use the Premises for the purpose of installing, operating, maintaining, altering, repairing, replacing, removing, cables, wires, transmitters, transformers, electric and communication transmission lines, platform(s), equipment cabinets and all other apparatuses, equipment and appurtenances to support its communications system (all such equipment located within the Premises being collectively referred to herein as the "Communications Equipment"). Sublessor agrees that the Communications Equipment shall remain the property of Sublessee and shall not be, become, or be deemed by Sublessor to be fixtures upon the Premises. During the Term, Sublessee shall repair and maintain said ingress and egress easement. Subject to the advance notice provisions contained in this Sublease, Sublessor hereby grants to Sublessee the right of ingress and egress over and upon the Premises, and the right to access the Premises for the purposes set forth herein.

5. **Installation, Alteration, Maintenance and Repair.** The Communications Equipment shall be installed, operated, maintained and repaired at Sublessee's sole cost and expense in accordance with the approved plans as may be subsequently modified with Sublessor's prior consent and in accordance with such other plans as submitted by Sublessee and approved in writing by DPS and State Construction Office ("SCO") SCO ID#09-7507-01C, a division of the North Carolina Department of Administration (all plans for Sublessee's Communications Equipment approved in writing by DPS and SCO are collectively referred to herein as the "Approved Plans"). All costs associated with the installation of the Communications Equipment, including all engineering and structural studies and reimbursement of the State of North Carolina's reasonable personnel costs to inspect and monitor the installation, shall be borne by Sublessee. During the Term, Sublessee shall have the right to replace, repair, alter or otherwise modify its Communications Equipment; provided that any such repair, alteration or modification receives the prior written approval of the State of North Carolina. Sublessee shall put and maintain in thorough repair and in good and safe condition its Premises, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. Sublessor will maintain the Premises in good condition, reasonable wear and tear excepted. **It is understood and agreed that adding or upgrading communications equipment during the term or a renewal period may require a rent adjustment.**

6. **Condition of Premises.** Sublessor agrees to deliver the Premises to Sublessee in its present condition. Except as otherwise expressly provided herein, Sublessee acknowledges that the Premises is being delivered "as is," that Sublessee has performed preliminary investigations and

reviews and has concluded on its own judgment that the Premises is suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Sublessor or any agent of Sublessor. Sublessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises is in good order and satisfactory condition.

7. **Taxes, Assessments, Utilities and Other Services.** Any and all taxes or other assessments which may be levied upon the Premises, upon Sublessee's interest in the Premises and upon any alterations, additions, and improvements thereon and/or upon the Communications Equipment shall be paid by Sublessee prior to the time when the taxes and other assessments become delinquent. Sublessor shall provide for commercial electric service and any desired emergency power necessary to operate its Communications Equipment.

8. **Governmental Approvals.** Prior to installing its Communications Equipment, Sublessee, at its sole cost and expense, shall obtain all certificates, permits, licenses and other approvals that may be required by any federal or other governmental authority relating to Sublessee's use of the Premises, including, without limitation, the Federal Communications Commission ("FCC") (collectively the "Governmental Approvals"). Sublessee shall also obtain at its sole cost and expense prior to the installation of the Communications Equipment, a structural analysis of the Tower, if applicable, and shall provide a copy of such analysis to Sublessor for its review and approval. Sublessor shall cooperate with Sublessee's commercially reasonable efforts to obtain and comply with all Governmental Approvals.

9. **Interference.** The Communications Equipment shall be designed, constructed, installed, maintained and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Sublessee agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of Sublessor or any of Sublessor's other Sublessees in place and existing as of the Effective Date. In the event the Communications Equipment causes interference with other equipment on or about the Premises, and after Sublessor has notified Sublessee of such interference, Sublessee shall take all steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent Sublessee is unable to cure the interference within this timeframe, Sublessee shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days, Sublessee is unable to cure the interference despite its good faith efforts, it will remove the equipment which caused the interference, or at its option, terminate this Sublease. Should interference reasonably objectionable to Sublessee be caused by Sublessor's equipment, Sublessor shall cooperate with Sublessee to eliminate such interference. Sublessor shall have the responsibility to see to prevention or remedy of interference by other Sublessees on or about the Premises. If Sublessor is unable, after commercially reasonable efforts, to remedy interference caused by any other Sublessee on or about Premises, Sublessor shall require the offending party to reduce power and/or cease operations until such time as the offending party can make repairs to the interfering equipment.

10. **Insurance.**

A. Commercial General Liability Insurance. Sublessee shall maintain, or cause to be maintained, in full force and effect and at its own expense, during the Term commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of \$5,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Premises or growing out of the use and occupancy of the Premises. The Sublessor shall be included as additional insured on said policy by endorsement as respects this Agreement.

B. Insurance During Construction:

(a) Contractor's Commercial General Liability and Business Automobile Liability Insurance. Sublessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction and subsequent improvements of the Premises to procure and maintain, a form (i) commercial general liability insurance written on ISO form CG 00 01 or its substantial equivalent, at its own cost and expense, during the duration of such contractor's construction contract, in the amount of \$1,000,000.00 bodily injury and property damage liability combined single limit each occurrence/annual aggregate (such insurance shall provide protection from claims for bodily injury, including death, property damage and contractual liability, products/completed operations, third party property damage and where applicable, XCU (explosion collapse and underground property damage) where applicable, and (ii) business automobile liability insurance on owned, hired and non-owned vehicles for limits of \$1,000,000.00 each accident, bodily injury and property damage liability. Such policies shall include Sublessee and Sublessor as additional insureds by endorsement as respects this Agreement. Sublessee shall provide Sublessor at least thirty (30) days' prior notice (ten (10) days' notice shall apply to non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Sublessee and Sublessor with respect to each contractor entering into a construction contract.

(b) Contractor's Workers Compensation Insurance. Sublessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Premises to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$1,000,000.00 each accident-bodily injury by disease, (ii) \$1,000,000.00 policy limit-bodily injury by accident and (iii) \$1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a \$1,000,000.00 Umbrella/Excess Liability Policy is in effect. Sublessee shall provide at least thirty (30) days prior written notice to Sublessor (ten (10) days' notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Sublessee and Sublessor or, if such insurance is provided by a private carrier, a completed

certificate of insurance on an ACORD form, shall be provided to Sublessee and Sublessor with respect to each contractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker's compensation insurance.

C. Insurance Policies. Sublessee agrees to maintain its insurance coverage required by this Sublease. One time every five (5) years if, in the opinion of the insurance broker retained by Sublessor and Sublessee, that public liability insurance is not adequate, Sublessee shall increase the insurance coverage as required by the insurance broker if such increase in coverage is in accord with the then prevailing requirements in the relevant industry and community for the Premises. Certificates of insurance shall be delivered to Sublessor at the Effective Date and the Commencement Date, as applicable, and renewal certificates shall be delivered with the expiration of the term of each such policy. All such policies maintained by Sublessee shall be purchased only from insurers who are eligible to do business in the State of North Carolina, comply with the requirements thereof, and who carry A.M. Best Company rating of A minus-VII.

D. Self-Insurance. Notwithstanding the foregoing, Sublessee may, in its sole discretion, self insure any of the required insurance under the same terms required by this Agreement. provided that if Sublessee elects to self-insure any coverage required herein, then the following provisions shall apply: (i) Sublessee or its parent company shall have and continuously maintain a tangible net worth of at least One Hundred Million Dollars (\$100,000,000) as evidenced by Sublessee's or its parent company's most recent annual report; (ii) Sublessee shall continuously maintain appropriate loss reserves for the amount of its self-insurance obligations under this section, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) Sublessee shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of Sublessor, at Sublessee's sole cost and expense, with counsel selected by Sublessee and reasonably acceptable to Sublessor; (iv) Sublessee shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for Sublessee's election to self-insure; (v) Sublessee shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if Sublessee had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Agreement; and (vi) all amounts which Sublessee pays or is required to pay and all loss or damages resulting from risks for which Sublessee has elected to self-insure shall not limit Sublessee's indemnification obligations set forth in this Agreement.

11. Indemnification of Sublessor. Sublessee agrees to defend, indemnify and hold harmless Sublessor from and against any and all loss, damage, claim, demand, liability, or expense including reasonable attorney fees by reason of damage to person or property of Sublessor or its officers, agents, employees, contractors, guests, invitees, or any other person in or near the Premises and Sublessee specifically agrees to indemnify Sublessor for Sublessor's costs in connection with Sublessor's defense of such claims and demands, which may arise or be claimed

to have arisen as a result of the occupancy or use of the Premises by Sublessee, except where such loss or damage arises from the willful or negligent misconduct of Sublessor, its agents or employees. Further, Sublessee specifically agrees to defend, indemnify and hold harmless Sublessor from and against any and all loss, damage, claims, demand, liability, or expense, including reasonable attorney fees, by reason of damage to any person or property arising out of the installation, operation, repair, maintenance, inspection, or removal by Sublessee, its agents or employees of its Communications Equipment from the Premises and Sublessee specifically agrees to indemnify Sublessor for Sublessor's costs in connection with Sublessor's defense of such claims and demands, except where such loss or damage arises from the willful or negligent misconduct of Sublessor, its agents or employees. Sublessee shall further indemnify Sublessor against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorney fees arising out of its breach, violation, or default of any of the covenants or provisions of this Sublease.

12. **Casualty.** In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Building is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Sublessee's operations at the Premises for more than forty-five (45) days, then Sublessee may at any time following such fire or other casualty, provided Sublessor has not completed the restoration required to permit Sublessee to resume its operation at the Premises, terminate this Sublease upon fifteen (15) days written notice to Sublessor. Any such notice of termination shall cause this Sublease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Sublease and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Sublease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

13. **Condemnation.** In the event of any condemnation of the Premises, Sublessee may terminate this Sublease upon fifteen (15) days written notice to Sublessor if such condemnation may reasonably be expected to disrupt Sublessee's operations at the Premises for more than forty-five (45) days. Sublessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communications Equipment, its relocation costs and its damages and losses (but not for the loss of its Sublease hold interest). Any such notice of termination shall cause this Sublease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Sublease and the Parties shall make an appropriate adjustment as of such termination date with respect to rental payments due under this Sublease.

14. **Hazardous Materials.**

A. Sublessee will not be responsible for damage, loss, or expense resulting from the existence on the Premises of any Hazardous Material (defined below) generated, stored, disposed of, or transported to or over the Premises prior to the Effective Date, or which is generated, stored, disposed of, or transported to or over the Premises by Sublessor, or its officers, employers or agents, subsequent to the

Effective Date. In this regard, it is specifically agreed that in carrying out the planning, construction, and/or operation of the Premises, Sublessee is not acting as the agent of Sublessor. The Premises are Subleased on an as-is/where-is basis.

- B. Sublessee agrees to indemnify Sublessor and hold Sublessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Sublessor with respect to, or as a direct or indirect result of; (i) the violation of any Environmental Laws (defined below) applicable to the Premises, to the extent that such violation occurred subsequent to the Effective Date and is caused by the activities of Sublessee or (ii) the violation of any of the Environmental Laws by Sublessee in connection with any other surrounding property owned by Sublessor, subsequent to the Effective Date, which violation gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any of the Environmental Laws.
- C. For purposes of this Sublease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), or in any applicable state or local law or regulation, (c) defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA", as amended by the Resource Conservation and Recovery Act ("RCRA")); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Section which arise out of events or actions occurring prior to the expiration or termination of this Sublease shall survive the expiration, termination, cancellation or release of record of this Sublease.

15. **Rights Upon Sale.** Should Sublessor, at any time during the Term, decide to sell all or part of the Premises to a purchaser other than Sublessee, such sale shall be under and subject to this Sublease and Sublessee's rights hereunder.

16. **Sublessor's Covenants.** Sublessor represents, covenants, and warrants that it has full authority and right to enter into and execute this Sublease and to perform the Sublease in accordance with the terms hereof, and that subject to the terms of this Sublease, Sublessee shall peaceably and quietly have, hold and enjoy the Premises throughout the Term.

17. **Events of Default.** The occurrence of any of the following shall constitute a material default and breach of this Sublease by Sublessee (an "Event of Default"):

A. **Vacation / Abandonment.** Sublessee ceases to occupy, abandons or vacates the Premises for the purposes of this Sublease before the expiration of the Term and fails to pay rent.

B. **Failure to Pay.** If Sublessee fails to pay any rent or any other monetary payment as and when due where such failure continues for thirty (30) days after delivery of written notice thereof by Sublessor to Sublessee.

C. **Transfer.** The assignment, subletting or other transfer or any attempted assignment, subletting or other transfer, of this Sublease in violation of Section 25.A herein.

D. **Hazardous Materials Violation.** Any violation of Section 16 by Sublessee or any permitted assignee or subtenant of Sublessee; provided, however, that such violation shall not constitute an Event of Default if within ten (10) days of notice of such violation, Sublessee shall both deliver to Sublessor such cash security as Sublessor may require, in its sole and absolute discretion, in order to fully protect Sublessor and the Premises from and against all claims, losses and costs actually or potentially caused, as determined by Sublessor, and commence to cure such violation and if thereafter Sublessee thereafter pursues such cure to completion in a manner satisfactory to Sublessor.

E. **Failure to Perform.** If Sublessee fails to perform any of Sublessee's nonmonetary obligations under this Sublease, for a period of sixty (60) days after written notice from Sublessor; provided that if more time is required to complete such performance, Sublessee shall not be in default if Sublessee commences such performance within the sixty (60)-day period and thereafter diligently pursues its completion.

F. **Other Defaults.** If Sublessee shall fail to comply with any provision contained herein or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

G. **False Statement.** The making or furnishing by Sublessee on any warranty, representation or statement to Sublessor in connection with this Sublease, or any other agreement to which Sublessee and Sublessor are parties, which is false in any material respect when made or furnished.

H. Unlawful Purpose. If Sublessee allows the Premises to be used by Sublessee or any parties acting on Sublessee's behalf for any unlawful purpose or for any purpose that promotes acts of moral turpitude.

I. Unethical or Fraudulent Actions. If, in its reasonable discretion, Sublessor determines with regard to this Sublease or to the Sublessee's use and possession of the Premises, that Sublessee has: acted in an unethical or fraudulent manner; or acted in a manner that would bring the Sublessor into disrepute; or acted in a manner that is in violation of public policy or in a manner detrimental to the legitimate interests of the Sublessor; or has refused Sublessor's request for information or additional assurances either with respect to the Sublessor's reasonable belief that any of the foregoing defaults may have occurred, or which may otherwise be required by law.

18. Sublessor's Remedies. On the occurrence of any Event of Default in Section 20 by Sublessee, Sublessor may, at any time thereafter, with or without notice or demand and without limiting Sublessor in the exercise of any right or remedy which Sublessor may have:

A. Termination. Terminate Sublessee's right to possession of the Premises at any time by any lawful means, in which case this Sublease shall terminate, and Sublessee shall immediately surrender possession of the Premises to Sublessor.

B. Pursue Other Remedies. Pursue any other remedy now or hereafter available to Sublessor under North Carolina law.

Notwithstanding the foregoing, the Sublessor may not maintain any action or effect any remedies for default against the Sublessee unless and until the Sublessee has failed to cure the same within the time periods provided in Section 20.

19. Right of Sublessor to Re-Enter. In the event of any termination of this Sublease by Sublessor or the enforcement of any other remedy by Sublessor under this Sublease, Sublessor shall have the immediate right to enter upon and repossess the Premises, and any personal property of Sublessee may be removed from the Premises and stored in any public warehouse at the risk and expense of Sublessee. Sublessee hereby waives all claims arising from Sublessor's re-entering and taking possession of the Premises and removing and storing the property of Sublessee as permitted under this Sublease and will save and hold Sublessor harmless from all losses, costs or damages occasioned Sublessor thereby. No such reentry shall be considered or construed to be a forcible entry by Sublessor. Sublessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Sublessee being dispossessed for any cause, or in the event of Sublessor obtaining possession of the Premises, by reason of the violation by Sublessee of any of the terms, covenants or conditions of this Sublease, or otherwise.

20. Legal Costs. Sublessee shall reimburse Sublessor, upon demand, for any reasonable costs or expenses incurred by Sublessor in connection with any breach by Sublessee or the occurrence of any Event of Default under this Sublease, whether or not suit is commenced or judgment

entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

21. **Sublessee's Right to Terminate.** Sublessee shall have the right to terminate this Sublease by providing Sublessor with not less than thirty (30) days' notice in writing, by certified mail, return receipt requested, upon the occurrence of any of the following events:

- A. Any of applications for Governmental Approvals should be completely and finally rejected.
- B. Any Governmental Approval issued to Sublessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority.
- C. Sublessee determines that Governmental Approvals may not be obtained in a timely manner.
- D. Sublessee determines that the Premises is no longer technically or structurally compatible for its use.
- E. Sublessee, in its sole discretion, determines that the use the Premises is obsolete or unnecessary.
- F. In the event of Sublessor's uncured default.

All rentals paid by Sublessee to Sublessor prior to the date of any such termination shall be retained by Sublessor. Upon any such termination, this Sublease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by Sublessee. Otherwise, the Sublessee shall have no further obligations for the payment of rent to Sublessor.

22. **Renovation, Maintenance, Repair and Demolition of the Premises.** In the event Sublessor undertakes substantial renovation, maintenance, repair or demolition of any part of the Premises, Sublessee agrees to reasonably cooperate with Sublessor, subject to the following terms and conditions:

- A. Sublessor shall provide at least sixty (60) days prior written notice to Sublessee of any renovation, maintenance or repair to be conducted in or near the Premises, which may impact the operation of Sublessee's Communications Equipment. Such notice shall include information concerning the type of renovation, maintenance or repair that will occur and a description of the possible impact on the Communications Equipment and Sublessee's operations on the Premises.
- B. Sublessor will make reasonable efforts to minimize the interference to the Sublessee's operations on the Premises.
- C. In the event Sublessor's renovation, maintenance or repair of the Premises dictates that work be performed within the Premises, Sublessee, or its contractors, shall temporarily

remove and relocate any Communications Equipment as may be necessary to accommodate such renovation, maintenance or repair. No such temporary removal shall last more than thirty (30) days. Sublessee shall be afforded the opportunity and sufficient time to install temporary equipment in alternative locations on the Premises or one or more alternate locations on surrounding property owned by Sublessor prior to removing its Communications Equipment for the purpose of ensuring that Sublessee has continuous coverage. Under no circumstances will Sublessor or anyone acting on its behalf attempt to move, relocate or remove any of Sublessee's Communications Equipment. Any movement of the Communications Equipment shall be performed by Sublessee, or its contractors.

- D. In the event the Communications Equipment must be temporarily relocated, Sublessee will also have the right to use a temporary transmission site or cell on wheels ("COW") on the Sublessor's property at a location sufficient to meet Sublessee's coverage or engineering needs and as reasonably agreed upon by the Parties.
- E. In the event Sublessor deems it necessary to demolish the Premises, Sublessor shall have the right to terminate this agreement by giving the Sublessee 180 days notice and Sublessee shall remove all Sublessee equipment within the 180 day notice period. Sublessor's notice of the scheduled demolition shall cause this Sublease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of this Sublease, and the rent obligation of Sublessee shall terminate upon the expiration of the Sublease.

23. **Miscellaneous:**

- A. Assignment / Sublease. This Sublease may be sold, assigned or transferred by Sublessee without any approval or consent of Sublessor only to Sublessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Sublessee's assets in the market defined by the FCC in which the Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Sublease may not be sold, assigned or transferred and the Premises may not be Subleased by Sublessee without the express written approval of Sublessor, which approval will not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of Sublessee or transfer upon partnership or corporate dissolution of Sublessee shall constitute an assignment hereunder.
- B. Holdover. In the event Sublessee remains in possession of the Premises after the expiration of the Term and without the execution of a new Sublease, Sublessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Sublease insofar as consistent with such a tenancy at a rate 110% of the then applicable base monthly rental rate. In addition, Sublessee shall indemnify, defend and hold Sublessor harmless from any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and costs), incurred by Sublessor in connection with any holdover by Sublessee, including any claims, losses or damages relating to any prospective tenant of the Premises.
- C. Surrender Upon Termination of Sublease. Within ninety (90) days of the expiration

of the Term or the earlier termination of this Sublease, Sublessee shall surrender the Premises in as good condition as at the Commencement Date, reasonable use and wear by the elements excepted. The Communications Equipment and other apparatus installed by Sublessee shall remain the property of Sublessee and shall be removed from the Premises at Sublessee's own expense without damage or injury to the Premises, the Building or any other property of Sublessor.

D. Construction of Language. The terms "Sublease," "Sublease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Sublease. Words of any gender used in this Sublease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Sublease and shall have no effect upon the construction and interpretation of any part hereof. This Sublease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

E. Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, promise, inducement, representation or prior agreement which is not contained in this written Sublease shall be valid or binding.

F. Amendment. No amendment, modification, alteration or revision of this Sublease shall be valid and binding unless made in writing and signed by Sublessee and Sublessor.

G. Binding Effect. This Sublease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

H. Effect of Waiver or Forbearance. No covenant or condition of this Sublease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Sublessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Sublessee, and until Sublessee has completely performed all covenants and conditions of this Sublease, Sublessor shall be entitled to invoke any remedy available to Sublessor under this Sublease or any law or equity despite such forbearance or indulgence.

I. Severability. In case any one or more of the provisions contained in this Sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

J. Survival. All obligations (including monetary obligations as set forth in this Sublease) of either party accruing prior to expiration of the Term shall survive the expiration

or other termination of this Sublease.

K. Construction. No provision of this Sublease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

L. Sublessor's Remedies Cumulative. The rights and remedies of Sublessor specified in this Sublease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Sublease.

M. Authority. Each person executing this Sublease on behalf of Sublessee does hereby represent and warrant that, if applicable: (a) Sublessee is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Sublessee has full lawful right and authority to enter into this Sublease and to perform all of its obligations hereunder, and (c) each person signing this Sublease on behalf of Sublessee is duly and validly authorized to do so.

N. Relationship Between Parties. Nothing in this Sublease shall be construed to render the Sublessor in any way or for any purpose a partner, joint venture, or associate in any relationship with Sublessee other than that of Sublessor and Sublessee, nor shall this Sublease be construed to authorize either to act as agent for the other.

O. Terms. Capitalized terms used in this Sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

P. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Q. Memorandum of Sublease for Recording. At the request of either Party, Sublessor and Sublessee shall execute a memorandum of this Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sublease by reference.

R. Notices.
(a) All notices, other than those described in subsection (b) of this section, hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the

sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

to Sublessor: North Carolina Department of Public Safety
Attn: Property Manager
4701 Mail Service Center
Raleigh, North Carolina 27699-4701

to Sublessee: City of Greenville
Attn: City Manager
200 West Fifth Street
Greenville, North Carolina 27834

with copy to: State Property Office
Attn: Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

(b) Whenever Sublessee or its agents determine that access to the Premises is needed for the purposes of this Sublease, Sublessee shall notify the Department of Public Safety in writing or by telephone (888) 92-VIPER, or otherwise in the manner designated by Sublessor at least twenty-four (24) hours in advance of entry into the Premises, except in cases of emergency. In cases of emergency, Sublessee shall use commercially reasonable efforts to contact designated Sublessor staff prior to entry. If attempts are unsuccessful, Sublessee shall notify Max Casey (919) 356-4586.

[signatures on following pages]

IN WITNESS WHEREOF, this Sublease has been executed by the Parties as of the dates set forth in the notary acknowledgements below.

SUBLESSEE:

CITY OF GREENVILLE

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA
COUNTY OF _PITT_____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the City of _Greenville_____, and by authority given the forgoing instrument was signed in its name by _____, its _____, sealed with its corporate seal, and attested by himself/herself as Clerk and sealed with a common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2024.

My Commission Expires: _____

Notary Public
Print Name: _____

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: _____
Jacob Joyner, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

SUBLESSOR:

STATE OF NORTH CAROLINA

By: _____

Tim Walton
Director, State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County of _____ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director, State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

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

Notary Public

Print Name

My Commission Expires: _____

EXHIBIT A

STATE OF NORTH CAROLINA
COUNTY OF PITT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between the **CITY OF GREENVILLE**, a North Carolina municipal corporation, hereinafter referred to as LESSOR; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as LESSEE (Lessor and Lessee each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, the North Carolina Department of Crime Control and Public Safety, Division of the State Highway Patrol, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, the execution of this Lease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 2nd day of March, 2010; and,

WHEREAS, the Parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW THEREFORE, in consideration of the Premises, as defined herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereto belonging, lying and being in the City of Greenville, Pitt County, North Carolina, and being more particularly described herein.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a parcel of land containing 0.08 acres, more or less, having a physical street address of 2805 East 2nd Street, Greenville, Pitt County, North Carolina (the "Premises").
2. **Term.** The term of this Lease shall be for a period of twenty (20) years, commencing on the 1st day of April, 2010 and terminating on the 31st day of March, 2030 (the "Term").
3. **Rent.** Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
4. **Equipment / Use / Fixtures.** Lessee shall use the Site for the purpose of constructing and installing a 340' self-supported communications tower (the "Tower") and an equipment building (the "Building") and for the purpose of installing, operating,

8. **Governmental Approvals & Compliance.** During the Term, Lessee shall comply with all applicable local, State and Federal laws and regulations applicable to the Premises. Lessee shall obtain any necessary State or Federal licenses or authorizations required for the installation and construction of the Tower, the Building or the Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").

9. **Interference.** The Communications Equipment and any other equipment used by Lessee or Lessor on the Tower or in the Building shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Lessee shall be responsible for its Communications Equipment and use.

10. **Condition of Tower.** Lessee has the right and responsibility to repair and maintain the Tower. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its contractors or agents, shall maintain and repair the Tower, such that Lessee may utilize the Premises for the purposes and to the extent herein permitted, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all local, State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessee's part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

11. **Lessor's Right to Sublease Tower and Building Space.** Subject to the conditions set forth herein, Lessor reserves the right, without charge, to sublease space on the Tower and in the Building from Lessee for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as "Lessor's Communications Equipment").

12. **Conditions Precedent to the Sublease of Tower and Building Space.** The Parties agree that Lessor's reserved right to sublease space on the Tower and in the Building for Lessor's Communications Equipment is conditioned upon (i) the prior receipt of all approvals for any such sublease as may be required by applicable law, which approvals shall not be unreasonably withheld and (ii) the execution of a sublease agreement mutually agreed to by the Parties in a form substantially similar to the Sublease Agreement attached hereto and incorporated herein as **Exhibit A**.

13. **Security.** Lessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced.

14. **Taxes.** If applicable, Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to its interest in the Tower, the Building or the Communications Equipment.

15. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Lessor, if:

- (a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or
- (b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or
- (c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or
- (d) The Premises are damaged or destroyed to an extent, which prohibits or materially interferes with Lessee's use of the Premises; or
- (e) Lessee determines, in its sole discretion, that the Premises is no longer needed.

16. **Termination.** Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that Lessee shall remove from the Premises: (i) the Tower; (ii) the Building and (iii) the Communications Equipment and any other items belonging to Lessee upon termination of this Lease or as soon thereafter as reasonably practical, unless otherwise agreed to by Lessor and Lessee. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal of the Tower, the Building or the Communications Equipment.

17. **Title & Quiet Possession.** Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and throughout the Term.

18. **Holdover.** Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

19. **Environmental Matters.** The Parties acknowledge that the Premises is located within an inactive, closed landfill site formerly operated by Lessor. Lessee, at its sole cost and expense, shall obtain all environmental regulatory permits necessary for Lessee's use of the Premises and in conformity with said permits, shall conduct any investigation, test or remediation required on the Premises. Lessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Lessee shall be responsible for the cost of any monitoring caused by or resulting from Lessee's use of the Premises. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for any hazardous substance on the Premises that may occur or be discovered as a result of Lessee's use of the Premises or for the migration of any hazardous substance to other properties that may occur or be discovered as a result of Lessee's use of the Premises or for the release of any hazardous substance into the environment in violation of applicable environmental laws that may occur or be discovered as a result of Lessee's use of the Premises. Lessee shall be responsible for and promptly conduct any investigation and remediation of, as required by any environmental law or common law, all spills or other release of hazardous substances, that may occur or be discovered as a result of Lessee's use of the Premises. Lessee's responsibility specifically includes the performance of and the costs for any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority due to a spill or other release of hazardous substances that may occur or be discovered as result of Lessee's use of the Premises. To the extent permitted by the Tort Claims Act, Lessee shall be responsible for any and all penalties, costs, expenses and claims incurred, suffered by, or asserted against Lessor with respect to, or as a direct result of the violation of any environmental laws applicable to the Premises, caused by or discovered as a result of Lessee's use of the Premises. Lessee's responsibilities hereunder specifically shall include, to the extent permitted by the Tort Claims Act, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority due to the violation of any environmental laws applicable to the Premises caused by or discovered as a result of Lessee's use of the Premises.

20. **Availability of Funds.** Lessor and Lessee agree and understand that the continuation of this Lease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rents are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said

termination, and this Lease shall terminate immediately without any further liability to Lessee for the payment of rent.

21. **Assignment and Subletting.** Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

22. **Prohibition on Gifts.** North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

23. **Modification.** No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

24. **Binding Effect.** Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

25. **Applicable Law.** This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

26. **Effect of Waiver.** The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

27. **Complete Agreement.** This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

28. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. **Construction.** No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

30. **Interpretation.** The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

31. **Terms.** Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

32. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. **Memorandum of Lease for Recording.** At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

34. **Notices.** All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: City of Greenville
Attn: City Manager
Post Office Box 7207
Greenville, North Carolina 27835-7207

to Lessee: North Carolina Department of Crime Control and Public Safety
Attn: Lease Coordinator
4701 Mail Service Center
Raleigh, North Carolina 27699-4701

with copy to: State Property Office
Attn: Space Planning and Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the last date set forth in the notary acknowledgements below.

LESSOR:

CITY OF GREENVILLE

By: Wayne Bowers

Print Name: Wayne Bowers

Title: City Manager

ATTEST:

Carol L Barwick

(Seal)

City Clerk

STATE OF NORTH CAROLINA

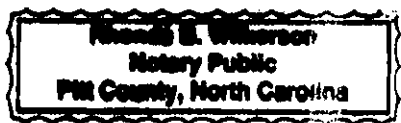
COUNTY OF Pitt

I, Ronald P. Wilkerson, a Notary Public in and for the aforesaid County and State do hereby certify that Carol L. Barwick personally came before me this day and acknowledged that he/she is Clerk of the City of Greenville and that by authority duly given and as an act of City of Greenville, the foregoing instrument was signed by Wayne Bowers, its City Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 11th day of June, 2010.

Ronald P. Wilkerson
Notary Public
Print Name: Ronald B. Wilkerson

My Commission Expires: 5/21/12



LESSEE:

STATE OF NORTH CAROLINA

By: Beverly E. Perdue
Governor

ATTEST:

By: Elaine F. Marshall
Secretary of State

APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: [Signature]
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 7th day of July, 2010.

JENNELL BAUGHMAN
Notary Public
Johnston County
State of North Carolina
My Commission Expires Nov 21, 2011

My Commission Expires: 11-21-2011

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

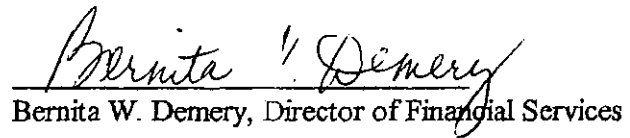
APPROVED AS TO FORM:



David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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



Bernita W. Demery, Director of Financial Services

EXHIBIT B

PROJECT INFORMATION:

**PROPOSED
TELECOMMUNICATIONS FACILITY**

SITE NAME:

GREENVILLE CEMETERY

SITE NUMBER:

HP-1341

SITE ADDRESS:

**2805 EAST 2ND STREET
(E911 ADDRESS CONFIRMED)
GREENVILLE, NC 27835
(PITT COUNTY)**

APPLICANT/OWNER:



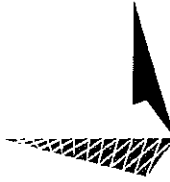
N.C. HIGHWAY PATROL
3318 GARNER ROAD, BLDG. 2
OFFICE: (919) 662-4440



**IF YOU DIG IN
NORTH CAROLINA...
CALL US FIRST!
1-800-632-4949
NORTH CAROLINA ONE CALL
IT'S THE LAW**

THE USER'S SOLE RESPONSIBILITY FOR THE CONTRACTOR'S CONFIDENCE ONLY. THEY MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE LOCATION SHOWN AND IT SHALL BE THE USER'S SOLE RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LINES OF THE WORK. ALL DAMAGE MADE TO ANY UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

PLANS PREPARED BY:



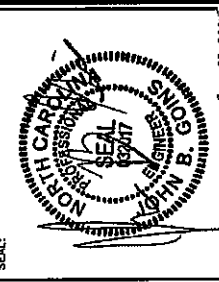
TOWER ENGINEERING PROFESSIONALS
3705 JUNCTION BOULEVARD
RALEIGH, NC 27604-6265
OFFICE: (919) 661-6361
FAC: (919) 661-6330

N.C. LICENSE # C-1784

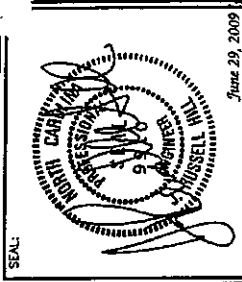
REV	DATE	ISSUED FOR:
1	06-29-09	CONSTRUCTION
0	02-20-09	PRELIMINARY CONSTRUCTION

DRAWN BY: TRG | CHECKED BY: JRG

SEAL:



SEAL:



SHEET NUMBER: **T-1**
REVISION: **1**
SEP. 03.03.79

UTILITY STATEMENT

SHEET	DESCRIPTION	REV
11	TITLE SHEET	1
12	N.C. APPENDIX B	1
13	N.C. APPENDIX B	1
14	N.C. APPENDIX B	1
15	N.C. APPENDIX B	1
N1	PROJECT NOTES	1
C1	SITE PLAN	1
C2	COMPOUND DETAIL	1
C3	TOWER ELEVATION	1
C4	SHELTER ELEVATIONS	1
C5	FOUNDATION DETAIL	1
C6	GENERATOR FOUNDATION DETAILS	1
C7	ICE BRIDGE DETAILS	1
C8	ANTENNA & COAX MOUNTING DETAILS	1
C9	SHELTER ACCESS DETAILS	1
E1	ELECTRICAL NOTES	1
E2	SERVICE ROUTING PLAN	1
E3	ONE LINE DIAGRAM, PANEL SCHEDULE & NOTES	1
E4	EQUIPMENT GROUNDING PLAN	1
E5	GROUNDING DETAILS	1
E6	GROUNDING DETAILS II	1

INDEX OF SHEETS

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES. THESE CODES TO BE CONSIDERED TO PERMIT WORK NOT CONTAINING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. LOCAL BUILDING CODE
2. LOCAL BUILDING CODE
3. CITY/COUNTY ORDINANCES

PROJECT TEAM

ROLE	NAME	ADDRESS	PHONE
SURVEYOR	TOWER ENGINEERING PROFESSIONALS, INC.	3705 JUNCTION BOULEVARD RALEIGH, NC 27604-6265 P.L.S.	(919) 661-6361
CIVIL ENGINEER	TOWER ENGINEERING PROFESSIONALS, INC.	3705 JUNCTION BOULEVARD RALEIGH, NC 27604-6265 P.L.S.	(919) 661-6361
STRUCTURAL ENGINEER	TOWER ENGINEERING PROFESSIONALS, INC.	3705 JUNCTION BOULEVARD RALEIGH, NC 27604-6265 P.L.S.	(919) 661-6361
ELECTRICAL ENGINEER	TOWER ENGINEERING PROFESSIONALS, INC.	3705 JUNCTION BOULEVARD RALEIGH, NC 27604-6265 P.L.S.	(919) 661-6361
GEOTECHNICAL ENGINEER	TOWER ENGINEERING PROFESSIONALS, INC.	3705 JUNCTION BOULEVARD RALEIGH, NC 27604-6265 P.L.S.	(919) 661-6361
TOWER MANUFACTURER	TOWER ENGINEERING PROFESSIONALS, INC.	3705 JUNCTION BOULEVARD RALEIGH, NC 27604-6265 P.L.S.	(919) 661-6361

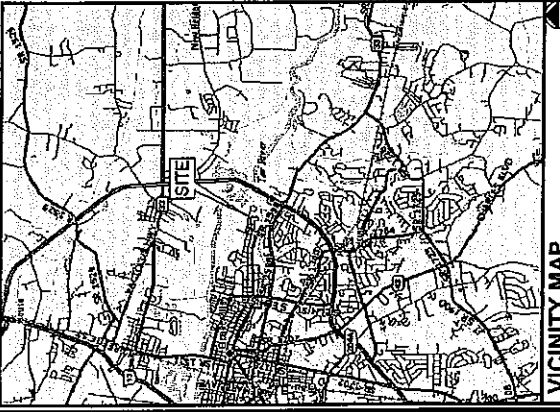
TOWER COORDINATES

UNIVERSITY OF NORTH CAROLINA
35329.13"
07720.166"

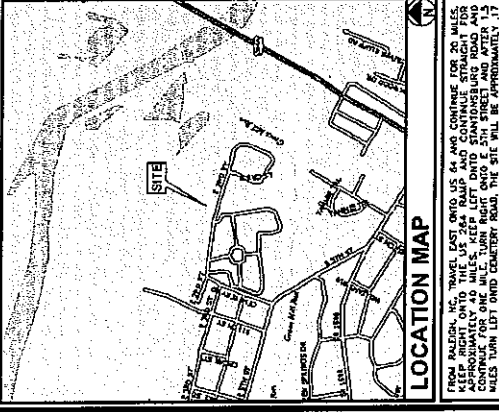
* INFORMATION PROVIDED BY NCS&P

PROJECT SUMMARY

TOWER OWNER:	STATE OF NORTH CAROLINA NORTH CAROLINA HIGHWAY PATROL RALEIGH, NC 27604-6265 P.L.S.
APPLICANT / LESSEE:	NORTH CAROLINA HIGHWAY PATROL RALEIGH, NC 27604-6265 P.L.S.
PROPERTY OWNER:	NORTH CAROLINA HIGHWAY PATROL RALEIGH, NC 27604-6265 P.L.S.
AREA OF CONSTRUCTION:	3600 SQ. FT.
PRESENT OCCUPANCY TYPE:	UNSEED LANDFILL
PROPOSED OCCUPANCY TYPE:	TELECOMMUNICATIONS FACILITY
CURRENT ZONING:	INDUSTRIAL
PARCEL ID NUMBER:	20080
JURISDICTION:	CITY OF GREENVILLE
UTILITIES:	GREENVILLE UTILITIES 2805 EAST 2ND STREET GREENVILLE, NC 27835 (252) 753-7100
POWER COMPANY:	GREENVILLE UTILITIES
PHONE COMPANY:	GREENVILLE UTILITIES
PALE / NEAR SITE:	GREENVILLE UTILITIES
TELEPHONE COMPANY:	GREENVILLE UTILITIES
POSTAL / NEAR SITE:	GREENVILLE UTILITIES



VICINITY MAP



LOCATION MAP



DRIVING DIRECTIONS

**2009 APPENDIX B
BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS**
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)
(reproduce the following data on the building plans sheet 1 or 2)

Name of Project: GREENVILLE CEMETERY Zip Code: 27835
 Address: EAST 2ND STREET GREENVILLE, NC
 Proposed User: TELECOMMUNICATIONS FACILITY
 Owner/Authorized Agent: STATE OF NC, Phone # (919) 662 - 4440 B-Mail
 Owned By: City/County Private State
 Code Enforcement Jurisdiction: City GREENVILLE County State

LEAD DESIGN PROFESSIONAL: JOHN B. GOINS, P.E.
 DESIGNER: FRM NAME: _____ LICENSE # _____ E-MAIL: _____
 Architectural: N/A TELEPHONE # _____
 Civil: TEP, INC JOHN B. GOINS, P.E. 032017 (919) 661-6351
TEP, INC J. RUSSELL HILL, P.E. 9910 (919) 661-6351
 Electrical: _____
 Fire Alarm: _____
 Plumbing: _____
 Mechanical: _____
 Sprinkler/Standpipe: _____
 Structural: _____
 Remaining Walls: 5 High _____
 Other: _____

2009 EDITION OF NC CODE FOR: New Construction Addition Upfit
 Reconstruction Alteration Repair
 CONSTRUCTED: _____ ORIGINAL USE _____ RENOVATED _____ CURRENT USE _____

BUILDING DATA
 Construction Type: I-A I-B II-A II-B III IV V-A V-B
 I-C I-D II-C II-D III-C III-D IV-C IV-D V-C V-D
 Mixed construction: No Partial Yes NFPA 13 NFPA 13B NFPA 13D
 Standpipes: No Yes Class I II III Wet Dry
 Fire District: No Yes Flood Hazard Area: No Yes
 Building Height: Feet 9'-2" Number of Stories: 1
 Mezzanine: No Yes
 Greens Building Area: _____ Existing (SQ FT) _____ New (SQ FT) _____ SUB-TOTAL _____
 FLOOR: _____
 5th Floor: _____
 4th Floor: _____
 3rd Floor: _____
 2nd Floor: _____
 Mezzanine: _____
 1st Floor: _____
 Basement: _____
 TOTAL: _____

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ALLOWABLE AREA
 Primary Occupancy: Business Educational Factory F-1 Detention F-2 Low Hazard F-3 Medium Hazard F-4 High Hazard F-5 Storage F-6 Amusement F-7 Assembly F-8 Retail F-9 Professional Office F-10 Office F-11 Office F-12 Office F-13 Office F-14 Office F-15 Office F-16 Office F-17 Office F-18 Office F-19 Office F-20 Office
 Institutional: I-1 I-2 I-3 I-4 I-5 I-6 I-7 I-8 I-9 I-10 I-11 I-12 I-13 I-14 I-15 I-16 I-17 I-18 I-19 I-20
 Residential: R-1 R-2 R-3 R-4 R-5 R-6 R-7 R-8 R-9 R-10 R-11 R-12 R-13 R-14 R-15 R-16 R-17 R-18 R-19 R-20
 Special: S-1 S-2 S-3 S-4 S-5 S-6 S-7 S-8 S-9 S-10 S-11 S-12 S-13 S-14 S-15 S-16 S-17 S-18 S-19 S-20
 Secondary Occupancy: U-1 Utility and Miscellaneous U-2 Utility and Miscellaneous U-3 Utility and Miscellaneous U-4 Utility and Miscellaneous U-5 Utility and Miscellaneous U-6 Utility and Miscellaneous U-7 Utility and Miscellaneous U-8 Utility and Miscellaneous U-9 Utility and Miscellaneous U-10 Utility and Miscellaneous


ALLOWABLE AREA
 Assembly: A-1 A-2 A-3 A-4 A-5 A-6 A-7 A-8 A-9 A-10 A-11 A-12 A-13 A-14 A-15 A-16 A-17 A-18 A-19 A-20
 Educational: E-1 E-2 E-3 E-4 E-5 E-6 E-7 E-8 E-9 E-10 E-11 E-12 E-13 E-14 E-15 E-16 E-17 E-18 E-19 E-20
 Factory: F-1 F-2 F-3 F-4 F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-1 Detention: F-1 F-2 F-3 F-4 F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-2 Low Hazard: F-2 F-3 F-4 F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-3 Medium Hazard: F-3 F-4 F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-4 High Hazard: F-4 F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-5 Storage: F-5 F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-6 Amusement: F-6 F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-7 Assembly: F-7 F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-8 Retail: F-8 F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-9 Professional Office: F-9 F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-10 Office: F-10 F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-11 Office: F-11 F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-12 Office: F-12 F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-13 Office: F-13 F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-14 Office: F-14 F-15 F-16 F-17 F-18 F-19 F-20
 F-15 Office: F-15 F-16 F-17 F-18 F-19 F-20
 F-16 Office: F-16 F-17 F-18 F-19 F-20
 F-17 Office: F-17 F-18 F-19 F-20
 F-18 Office: F-18 F-19 F-20
 F-19 Office: F-19 F-20
 F-20 Office: F-20

Actual Area of Occupancy A + **Actual Area of Occupancy B** ≤ 1,00
Allowable Area of Occupancy A + **Allowable Area of Occupancy B** ≤ 1,00


STORY NO. AND USE	(A) FLOOR AREA PER STORY (ACTUAL)	(B) TABLE 507.2 AREA	(C) AREA FOR FRONTIER INCREASE	(D) AREA FOR FRONTIER INCREASE	(E) ALLOWABLE AREA ON UNLIMITED	(F) MAXIMUM BUILDING AREA
EQUIP ROOM	276	35,500	N/A	N/A	N/A	N/A


1 Frontage area increases from Section 506.2 are computed thus:
 a. Perimeter which forms a public way or open space having 20 feet minimum width = _____ (F)
 b. Total Building Perimeter = _____ (P)
 c. Ratio (F/P) = _____ (R)
 d. W = 5 ft + width of public way (W)
 e. Percent of frontage = Section 506.3 is as follows:
 1. Multi-story building 1 - 300 percent
 2. Single story building 1 - 300 percent
 3. Uniform frontage for conditions of Sections Group B, F, M, S, A-3, A-4 (507);
 4. Group A medium rise (507.10); vertical wall buildings (506.3); and 5.2 inertial panel hangers (507.8);
 5. Maximum Building Area = (a) number of stories in the building x B (506.4);
 6. The maximum area of open parking spaces must comply with Table 506.3.5. The maximum area of air traffic control towers must comply with Table 412.1.1.

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PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 662-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 685 ST. 7th STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6263
 OFFICE: (919) 661-6351
 FAX: (919) 661-6350
 N.C. LICENSE EC-1784

SEAL:

 June 29, 2

REV	DATE	ISSUED FOR:
1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION


DRAWN BY: TRG CHECKED BY: JBG
 SHEET TITLE:


**NC APPENDIX B,
PART I**

SHEET NUMBER: **T-2**
 REVISION: **1**
 SHEET # 063379

PLANS PREPARED FOR:
 3318 CLARK ROAD, BLDG. 2
 RALPHS, NC 27854-4140
 OFFICE: (919) 462-4140

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 861-6351
 FAX: (919) 861-6350
 N.C. LICENSE # C-1794

SEAL:

 JOHN B. OWENS
 PROFESSIONAL ENGINEER
 STATE OF NORTH CAROLINA
 License No. 10000
 June 29, 2

1	06-29-09	CONSTRUCTION
0	08-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TNG CHECKED BY: JBG		
SHEET TITLE:		

**NC APPENDIX B,
PART II**

SHEET NUMBER: **T-3**
 REVISION: **1**
 TEP # 003379

LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting: No Yes
 Exit Signs: No Yes
 Fire Alarm: No Yes
 Smoke Detection System: No Yes
 Panic Hardware: No Yes
 Partial _____ HVAC

EXIT REQUIREMENTS

NUMBER AND ARRANGEMENT OF EXITS

FLOOR, ROOM OR SPACE DESIGNATION	NUMBER OF EXITS REQUIRED	NUMBER OF EXITS SHOWN ON PLANS	TRAVEL DISTANCE ALLOWABLE TRAVEL DISTANCE (TABLE 1015.1)	ACTUAL TRAVEL DISTANCE SHOWN ON PLANS	ARRANGEMENT CLASS OF EXITS ¹ (SECTION 1015.2)	REQUIRED DISTANCE BETWEEN EXITS ²	ACTUAL DISTANCE BETWEEN EXITS ²
EQUIPMENT ROOM	1	1	300	20	N/A	N/A	20

¹ Corridor dead ends (Section 1017.2)
² Buildings with single exits (Table 1018.2), Spaces with one means of egress (Table 1015.1)
 Common Hall of Travel (Section 1014.3)

EXIT WIDTH

EXIT GROUP OR SPACE DESIGNATION	AREA OCCUPIED BY EXITS (1001.1)	CALCULATED OCCUPANT LOAD (618)	EXITS	EXITS WIDTH PER OCCUPANT (TABLE 1005.1)	EXITS WIDTH (618)	EXITS WIDTH SHOWN ON PLANS (TABLE 1005.1)	EXITS	EXITS WIDTH PER OCCUPANT (TABLE 1005.1)	EXITS WIDTH (618)	EXITS WIDTH SHOWN ON PLANS (TABLE 1005.1)
EQUIPMENT ROOM	276	300 S.F.	1	N/A	1	N/A	1	N/A	1	-

¹ See Table 1004.1.1 to determine whether net or gross area is applicable.
 See definition "Area, Gross" and "Area, Net" (Section 1002)
² Minimum stairway width (Section 1009.1); min. corridor width (Section 1017.2); min. door width (Section 1008.1)
³ See Section 1004.5 for converging exits.
⁴ The flow of one means of egress shall not reduce the available capacity to less than 50 percent of the total required (Section 1007.1)
⁵ Assembly occupancies (Section 1003)

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ALLOWABLE HEIGHT

TYPE OF CONSTRUCTION	ALLOWABLE HEIGHT (TABLE 1003)	INCREASE FOR SPRINKLERS (TABLE 1003)	SHOWN ON PLANS	CODE REFERENCE
Building Height in Feet	40	Feet = H + 20 = N/A	Type VB 9'-2"	
Building Height in Stories	Stories = 1	Stories + 1 = N/A	Stories 1	


FIRE PROTECTION REQUIREMENTS

Life Safety Plan Sheet # (If Provided) N/A

TYPE OF SEPARATION	TYPE OF SEPARATION (TABLE 1003)	SEPARATION RATING	SEPARATION PROVIDED (SECTION 1003)	DETAIL # AND SHEET # (AS SHOWN)	DESIGN # FOR RATED SEPARATION	DESIGN # FOR RATED SEPARATION	SECTION # FOR RATED SEPARATION
Structural Frame	N/A						
Roof Construction							
Interior							
Exterior							
North							
East							
West							
South							
Non-Structural Wall and Partitions							
North							
East							
West							
South							
Interior walls and partitions							
Floor Construction							
Roof Construction							
Shall Enclosure - Ball							
Shall Enclosure - Other							
Corridor Separation							
Party Wall Separation							
Smoke Barrier Separation							
Trunk Separation							
Incidental Use Separation							


* Indicate section number permitting reduction

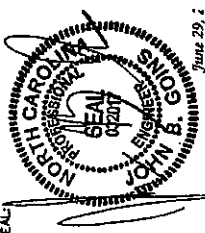
2009 NC Administrative Code and Policies

PLANS PREPARED FOR:

 3518 CURNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 662-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:


TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-8263
 OFFICE: (919) 861-4351
 FAX: (919) 861-4350
 N.C. LICENSE # C-1784


 June 29, 2009

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: T62 CHECKED BY: JBG		
SHEET TITLE:		

**NC APPENDIX B,
PART III**

SHEET NUMBER: **T-4** REVISION: **1**
 SEP # 093379

SPECIAL APPROVALS

Special approval: (Local Jurisdiction, Department of Insurance, OSC, DPR, DHHS, ICC, etc, describe below)

NONE APPLICABLE

ENERGY REQUIREMENTS:
 The following data shall be considered minimum and any special attributes required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If energy cost budget is not provided, state the annual energy cost budget vs allowable annual energy cost budget.

THERMAL ENVELOPE

Method of Compliance:
 Prescriptive 1/4 Glazed Wall Area
 Performance Energy Cost Budget

Roofing/Insulation Assembly (each assembly) **CONCRETE + INSULATION**
 Description of assembly
 U-Value of total assembly 0.0909
 R-Value of insulation 6.53
 Sighting for each assembly
 U-Value of skylight
 Total square footage of skylight in each assembly

Extractor Walls (each assembly) **CONCRETE + INSULATION**
 Description of assembly 0.0909
 U-Value of total assembly R-11
 R-Value of insulation
 Openings (Windows or doors with glazing)
 U-Value of assembly
 shading coefficient
 projection factor
 low e required, if applicable
 Door R-Values R-4

Walls adjacent to unconditioned space (each assembly) **N/A**
 Description of assembly
 U-Value of total assembly
 R-Value of insulation
 Openings (Windows or doors with glazing)
 U-Value of assembly
 Low e required, if applicable
 Door R-Values

Walls below grade (each assembly) **N/A**
 Description of assembly
 U-Value of total assembly
 R-Value of insulation

ENERGY SUMMARY

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STRUCTURAL DESIGN

DESIGN LOADS:

Importance Factors: Wind (I_w) 1.15
 Snow (I_s) 1.2
 Seismic (I_p) 1.3

Live Loads: Roof 100 psf
 Membranes N/A psf
 Floor 175 psf

Ground Snow Load: 100 psf

Wind Load: Basic Wind Speed 110 mph (ASCE-7)
 Exposure Category C
 Wind Base Shears (for MWFRS) V_w = 6.9 KIPS V_y = 3.2 KIPS

SEISMIC DESIGN CATEGORY A B C D

Provide the following Seismic Design Parameters:
 Occupancy Category (Table 1604.5) I II III IV
 Spectral Response Acceleration S_s 1.5 % S₁ 6 % S₂ 6 %
 Site Classification D Field Test Presumptive Historical Data
 Basic structural system (check one)
 Bearing Wall Dual w/Special Moment Frame
 Building Frame Dual w/Intermediate RC or Special Steel
 Moment Frame Inverted Pendulum
 Seismic base shear V_s = 1.8 KIPS V_y = 1.8 KIPS
 Analysis Procedure Simplified X Equivalent Lateral Force Model
 Architectural, Mechanical, Components subletter? _____

LATERAL DESIGN CONTROLS: Earthquakes _____ Wind X

SOIL BEARING CAPACITIES:
 Field Test (vide copy of test report) N/A psf
 Final Report: Bearing capacity 2000 psf
 Pile size, type, and capacity N/A

PLUMBING FIXTURE REQUIREMENTS N/A


USE	WATERCLOSERS		SINKS		SHOWERS/BATHS		SEWING MACHINES	
	MALE	FEMALE	MALE	FEMALE	TUBS	REGULAR	ACCESSIBLE	
EXISTING								
NEW								
REQUIRED								

ACCESSIBLE PARKING N/A


TOTAL # OF PARKING SPACES	TOTAL # OF ACCESSIBLE SPACES PROVIDED	TOTAL # OF ACCESSIBLE SPACES WITH VAN SPACES WITH ACCESSIBLE	TOTAL # OF ACCESSIBLE SPACES WITH VAN SPACES WITH ACCESSIBLE PROVIDED
TOTAL			


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PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 662-4440

PROJECT INFORMATION:
GREENVILLE
CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27635
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3760 JUNCTION BOULEVARD
 RALEIGH, NC 27603-2283
 OFFICE: (919) 661-6351
 FAX: (919) 661-6350
 N.C. LICENSE # C-1794

SEAL:

 JAMES B. SHIOS
 PROFESSIONAL ENGINEER
 NORTH CAROLINA
 LICENSE # 127417
 June 29, 2009

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: JRS
 CHECKED BY: JRG
 SHEET TITLE:
**NC APPENDIX B,
 PART IV**

SHEET NUMBER:
T-5
 REVISION:
 1
 TEP #: 083379

Building heating load NONE
 Building cooling load 40,000 BTU/H
 Mechanical Spacing Conditioning System
 Unitary description of unit MARYVAIR 24,000 BTU/H COOLING
 heating efficiency NONE
 cooling efficiency NONE
 heat output of unit 0
 cooling output of unit 24,000 BTU/H
 Boiler total boiler output, if oversized, state reason. N/A
 Chiller total chiller capacity, if oversized, state reason. N/A
 List equipment efficiencies
 Equipment schedules with motors (mechanical systems) N/A
 motor horsepower
 number of pieces
 minimum efficiency
 motor type
 # of poles

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Floors over unconditioned space (each assembly) N/A
 Description of assembly
 U-Value of total assembly
 R-Value of insulation
 Floors slab on grade N/A
 Description of assembly
 U-Value of total assembly
 R-Value of insulation
 Horizontal/vertical requirement
 slab heated

ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT

Method of Compliance
 Prescriptive
 Performance
 Energy Cost Budget
 Lighting schedule
 lamp type required in fixture 34 W FL
 number of lamps in fixture 2
 ballast type used in the fixture ELEC
 number of ballasts in fixture 2
 total wattage per fixture 60
 total interior wattage specified vs allowed 600 VS. 331 (ONLY LIT WHEN OCCUPIED)
 total exterior wattage specified vs allowed N/A

Equipment schedules with motors (not used for mechanical systems) N/A: NO MOTORS

motor horsepower
 number of pieces
 minimum efficiency
 motor type
 # of poles

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MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Method of Compliance
 Prescriptive
 Energy Cost Budget

Climatic Zone

Thermal Zone
 winter dry bulb 20° F
 summer dry bulb 95° F

Interior design conditions
 winter dry bulb 70° F
 summer dry bulb 77° F
 relative humidity 50%

GENERAL NOTES:

1. ALL REFERENCES TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED NORTH CAROLINA HIGHWAY PATROL OR ITS DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. HEREIN BY ACCEPTANCE OF THE CONTRACTOR, THE CONTRACTOR'S EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN IS ACCEPTED AS EVIDENCE OF HIS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF NORTH CAROLINA.
3. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NORTH CAROLINA BUILDING CODE, 2003 EDITION.
4. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. THE CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES ON THE PROCEDURES.
8. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
11. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
12. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. ALL WORK SHALL COMPLY TO LOCAL CODES AND THE ACI 318-99, "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE".
15. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
16. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN IT PRESENT STATE AFTER REMOVAL OF THE MATERIAL REMAINS UNSUITABLE. THE CONTRACTOR SHALL UNDERGO THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROTECTED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFTER MATERIAL SHALL BE REWORKED OR REPLACED.
17. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PILES, PILES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
18. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
19. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTIONS.

PLANS PREPARED FOR:

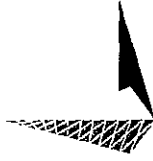


3318 GARNER ROAD, BLDG. 2
RALEIGH, NC 27607
OFFICE: (919) 662-4440

PROJECT INFORMATION:

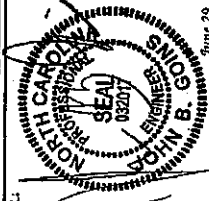
**GREENVILLE
CEMETERY**
SITE # HP-1341
AND
GREENVILLE, NC 27633
(PITT COUNTY)

PLANS PREPARED BY:



TOWNER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 861-6351
FAX: (919) 861-6880
N.C. LICENSE # C-1784

SEAL:




June 29, 2


1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TFG CHECKED BY: JSG		
SHEET TITLE:		

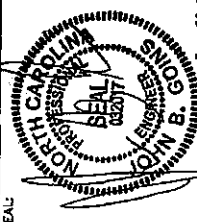
**PROJECT
NOTES**

SHEET NUMBER:	N-1	REVISION:	1
		TEP #:	083379

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 862-4440

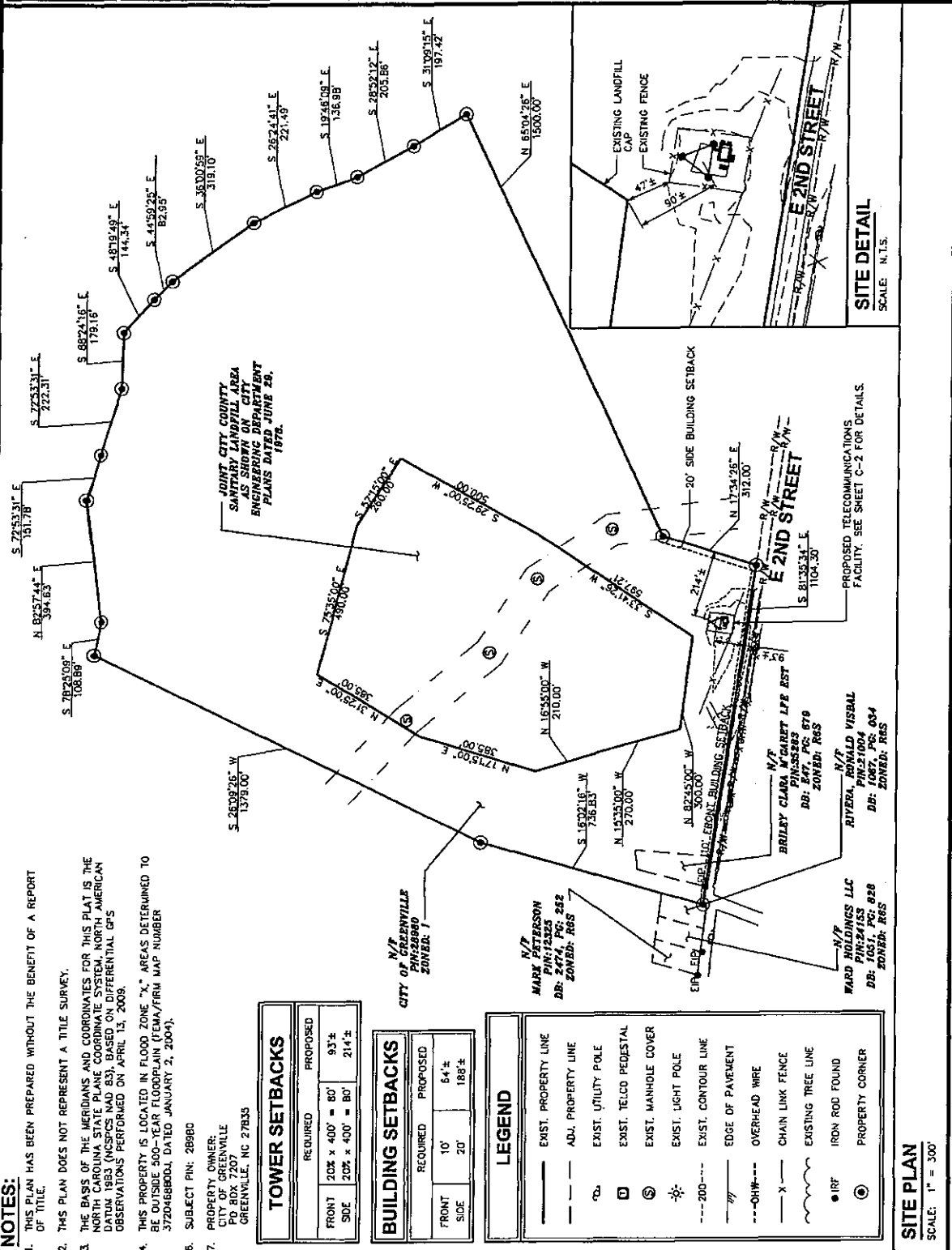
PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 E.L.E. 740 S. STREET
 GREENVILLE, NC 27635
 (PIT. COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6263
 OFFICE: (919) 861-6351
 FAX: (919) 861-6350
 N.C. LICENSE # C-1794

SEAL

 June 29, 2017

CONSTRUCTION	06-29-09
PRELIMINARY CONSTRUCTION	05-20-09
ISSUED FOR:	
DRAWN BY:	TRG
CHECKED BY:	JBG
SHEET TITLE	
SITE PLAN	

SHEET NUMBER: **C-1**
 REVISION: 1
 TEP F. 083375



- NOTES:**
1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
 2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
 3. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM, 1983 (NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON APRIL 15, 2009.
 4. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X." AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/FIRM MAP NUMBER 372D468800A, DATED JANUARY 2, 2004).
 5. SUBJECT PIN: 28980
 6. PROPERTY OWNER:
CITY OF GREENVILLE
PO BOX 7207
GREENVILLE, NC 27635

TOWER SETBACKS

REQUIRED	PROPOSED
FRONT 20% x 400' = 80'	93'±
SIDE 20% x 400' = 80'	214'±


BUILDING SETBACKS

REQUIRED	PROPOSED
FRONT 10'	64'±
SIDE 20'	188'±

LEGEND

- EXIST. PROPERTY LINE
- - - ADJ. PROPERTY LINE
- ⊕ EXIST. UTILITY POLE
- ⊕ EXIST. TELCO PEDESTAL
- ⊕ EXIST. MANHOLE COVER
- ⊕ EXIST. LIGHT POLE
- 200--- EXIST. CONTOUR LINE
- /// EDGE OF PAVEMENT
- OHW--- OVERHEAD WIRE
- X- CHAIN LINK FENCE
- ~ EXISTING TREE LINE
- IRF IRON ROD FOUND
- ⊙ PROPERTY CORNER

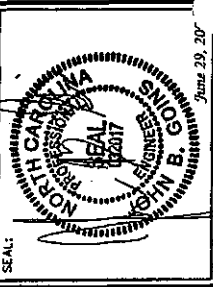
SITE PLAN
 SCALE: 1" = 300'

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 862-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

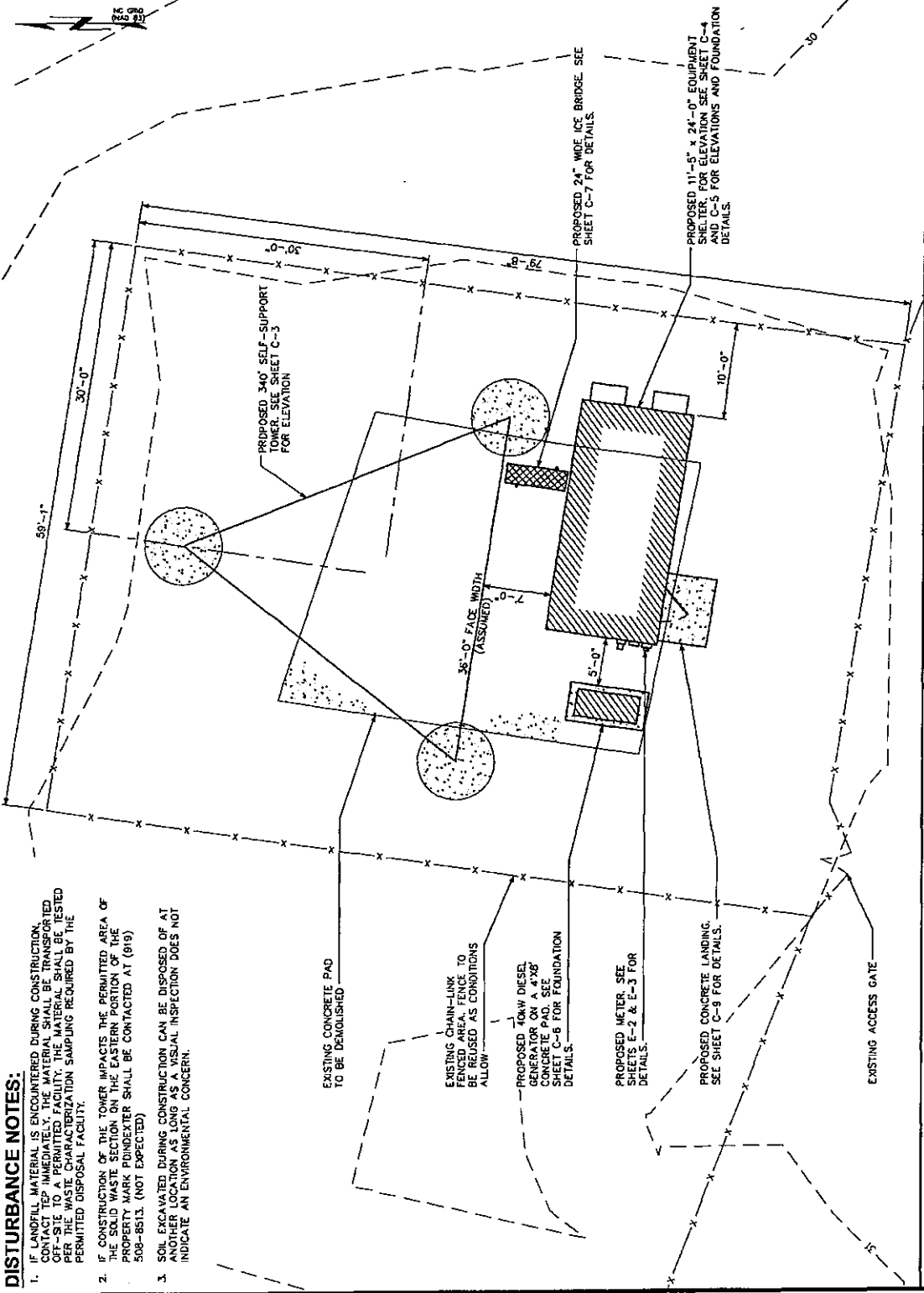
PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6283
 OFFICE: (919) 861-4351
 FAX: (919) 861-4350
 N.C. LICENSE # C-1794



1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR
DRAWN BY: TRG CHECKED BY: JBG		
SHEET TITLE:		
COMPOUND DETAIL		

SHEET NUMBER: **C-2**
 REVISION: 1
 REF. # 005375



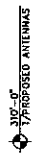
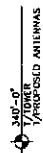
- DISTURBANCE NOTES:**
- IF LANDFILL MATERIAL IS ENCOUNTERED DURING CONSTRUCTION, CONTACT TEP IMMEDIATELY. THE MATERIAL SHALL BE TRANSPORTED TO AN APPROVED LANDFILL. SOIL SAMPLES SHALL BE TESTED PER THE WASTE CHARACTERIZATION SAMPLING REQUIRED BY THE PERMITTED DISPOSAL FACILITY.
 - IF CONSTRUCTION OF THE TOWER IMPACTS THE PERMITTED AREA OF THE SOLID WASTE SECTION ON THE EASTERN PORTION OF THE PROPERTY MARK FINDERXTER SHALL BE CONTACTED AT (919) 508-8513. (NOT EXPECTED)
 - SOIL EXCAVATED DURING CONSTRUCTION CAN BE DISPOSED OF AT ANOTHER LOCATION AS LONG AS A VISUAL INSPECTION DOES NOT INDICATE AN ENVIRONMENTAL CONCERN.

SCALE: 1" = 10'

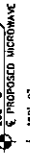
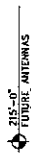
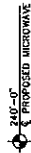
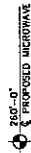
COMPOUND DETAIL

SCALE IN FEET
 0 10 20

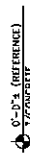
PROPOSED ANTENNA MOUNT (TYP.) SEE SHEET C-6 FOR DETAILS



PROPOSED MICROWAVE MOUNT (TYP.) SEE SHEET C-6 FOR DETAILS



PROPOSED SELF-SUPPORTING TOWER

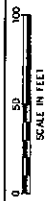


ANTENNA MOUNT NOTE:

ALL ANTENNA MOUNTS HAVE BEEN MOORED FROM THE TOWER. ANTENNA MOUNTS NOT SPECIFIED ON SHEET C-6 SHOULD NOT BE DUPLICATED IF EXISTING MOUNTS ARE PRESENT.

NOTES:


1. TOWER SHALL BE LIGHTED TO NAVIGABLE LAIDER. PROPOSED TOWER MANUFACTURER SHALL BE PROVIDED WITH THE TOWER.
2. LIGHTING ROD, TOWER LIGHTS, AND CLIMBING LAIDER TO BE PROVIDED BY TOWER MANUFACTURER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, AND THE FEDERAL BUREAU OF INVESTIGATION (FBI).
4. TOWER SHALL BE CONSTRUCTED OF GALVANNEZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
5. A SINGLE SON, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER MANUFACTURER. THE SON SHALL BE OPERATING ON THE TOWER, NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.

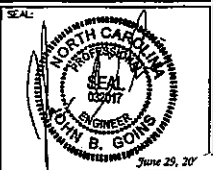


PLANS PREPARED FOR:

 3315 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27637
 OFFICE: (919) 682-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27635-5283
 OFFICE: (919) 861-6351
 FAX: (919) 861-6350
 N.C. LICENSE # C-1754




1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TRS		CHECKED BY: JRG


SHEET TITLE:
TOWER ELEVATION

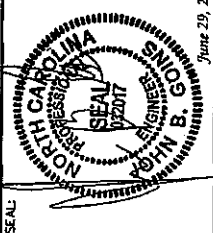
SHEET NUMBER: **C-3** REVISION: **1**
 TEP # C63379

TOWER ELEVATION
 SCALE: 1" = 50'

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 862-4440

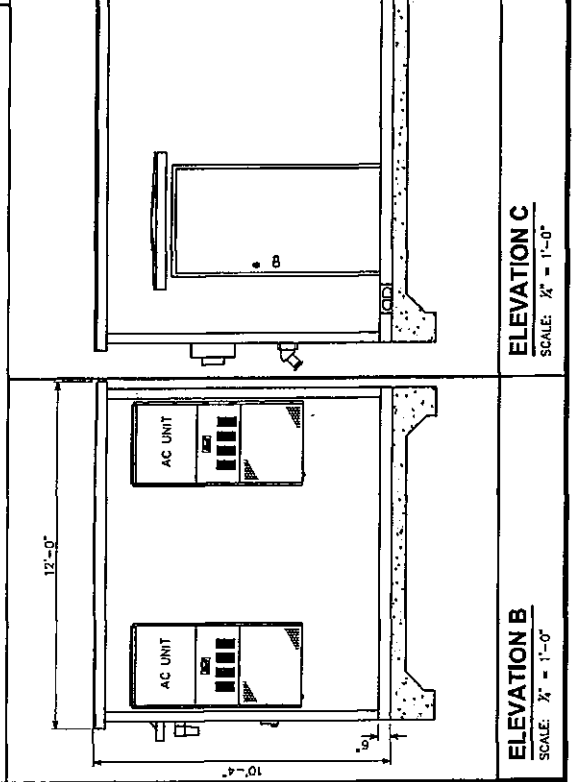
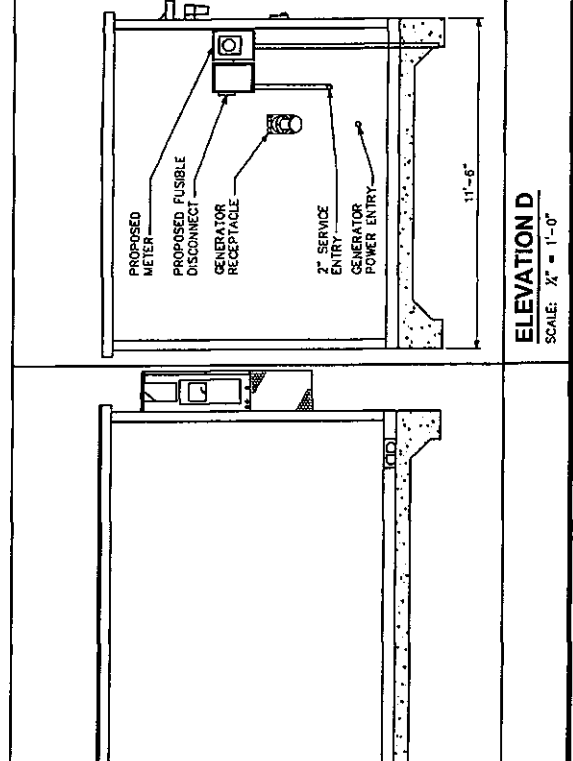
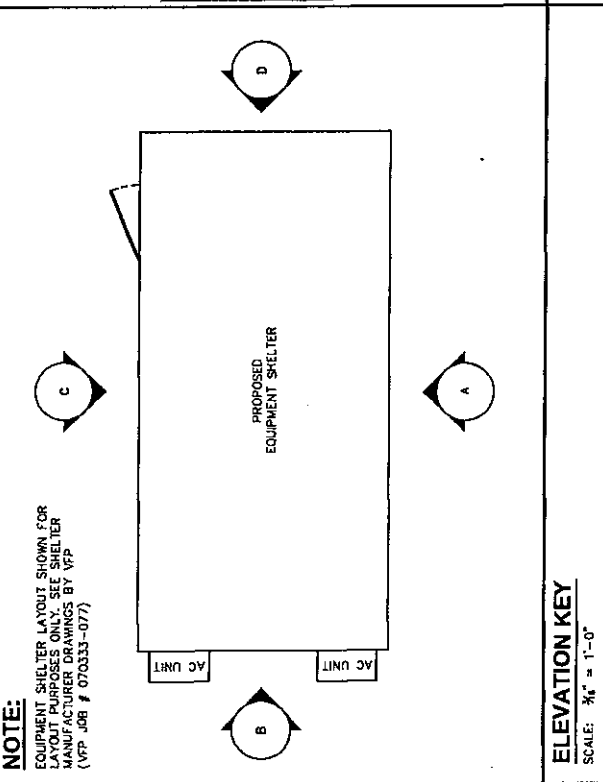
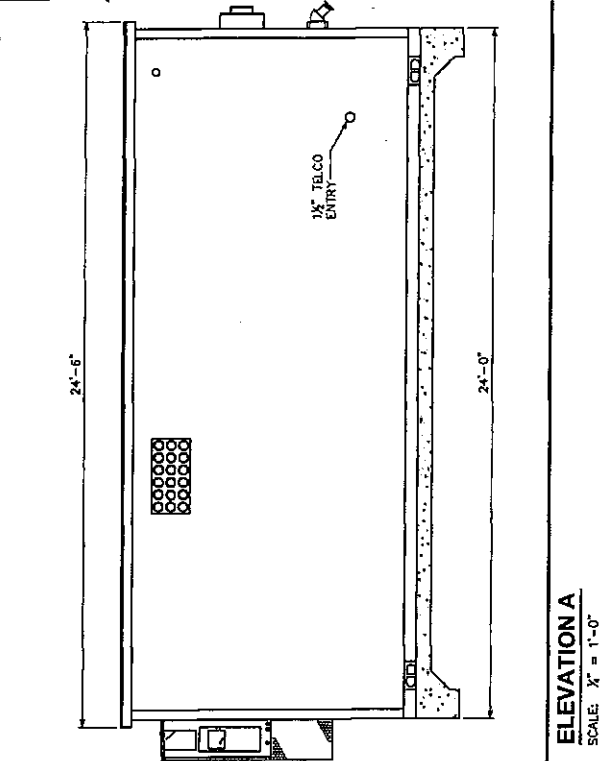
PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 864-6351
 FAX: (919) 861-6350
 N.C. LICENSE # C-1794

SEAL:

 June 29, 2009

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: EDW CHECKED BY: JBS		
SHEET TITLE:		

SHELTER ELEVATIONS
 SHEET NUMBER: **C-4**
 REVISION: **1**
 TEP # 003379

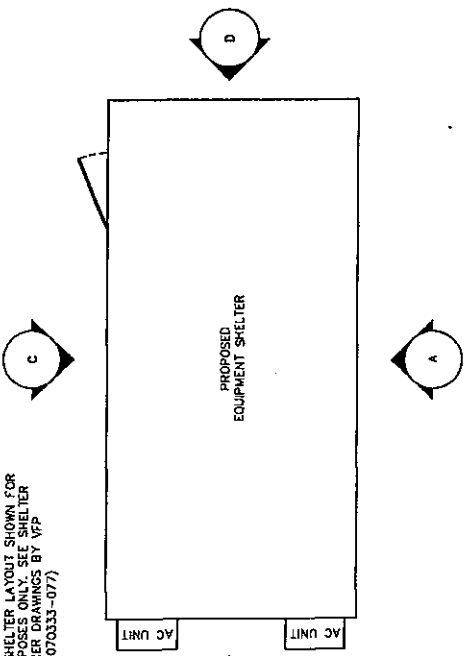



NOTE:

EQUIPMENT SHELTER LAYOUT SHOWN FOR LAYOUT PURPOSES ONLY. SEE SHELTER MANUFACTURER DRAWINGS BY VFP (VFP JOB # 0700335-077)

ELEVATION KEY


SCALE: 3/4" = 1'-0"

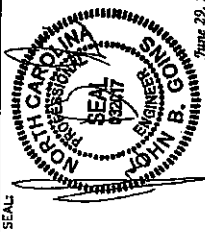


PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 862-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 150 WEST ST.
 GREENVILLE, NC 27635
 (PITT COUNTY)

PLANS PREPARED BY:

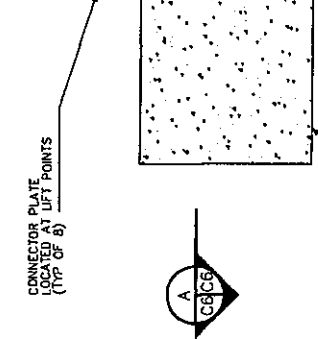
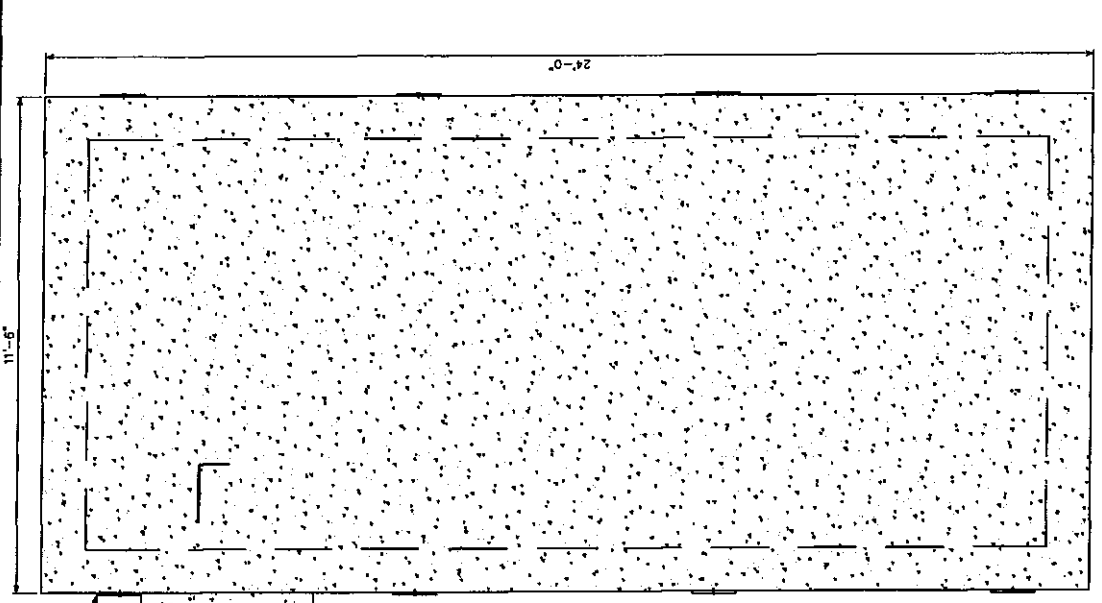

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 661-6351
 FAX: (919) 961-6360
 N.C. LICENSE # C-1794

SEAL

 JOHN B. SNOGG
 PROFESSIONAL ENGINEER
 STATE OF NORTH CAROLINA
 License No. 15083
 June 29, 21'

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: ERM CHECKED BY: JMG		
SHEET TITLE:		

FOUNDATION DETAILS

SHEET NUMBER: **C-5**
 REVISION: 1
 TEP #: 093379



FOUNDATION PLAN
 SCALE: 3/8" = 1'-0"
 SCALE IN FEET: 0, 2, 4

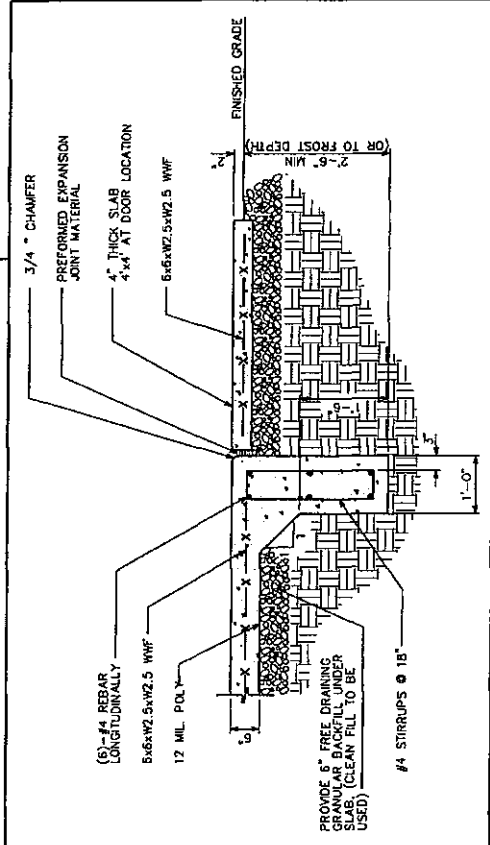
FOUNDATION NOTES:

- FOUNDATION DESIGN BASED ON 2000 PSF SOIL BEARING CAPACITY. BE OTHER CONDITIONS EXIST, FOUNDATION BEARING CAPACITY SHALL BE VERIFIED BY LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION.
- CONCRETE SHALL BE 3,000 PSI.
- REINFORCING STEEL $F_y = 60,000$ PSI
- ALL BASES SHALL BE THOROUGHLY COMPACTED TO A MINIMUM OF 95% DENSITY USING THE MODIFIED PROCTOR METHOD.
- SURFACE OF FINISHED SLAB SHALL BE LEVEL AND FLAT WITHIN 1/4".
- CONTRACTOR SHALL VERIFY WITH MANUFACTURER ACTUAL DIMENSIONS OF SHELTER PRIOR TO LAYING OUT FOUNDATION.

GENERAL STRUCTURAL NOTES:


SPECIFICATIONS / CODES:

- ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE ACI CODE.
- STEEL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AISC STEEL CONSTRUCTION MANUAL, 9TH EDITION.
- ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WELDING SOCIETY (AWS) D1.1-96 STRUCTURAL WELDING CODE-STEEL.
- REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE REINFORCING STEEL INSTITUTE (RSI) "MANUAL OF STANDARD PRACTICE".



SECTION
 SCALE: 1/2" = 1'-0"
 SCALE IN FEET: 0, 2, 4

PLANS PREPARED FOR:

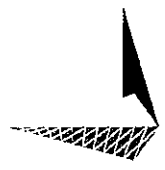


3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 662-4440

PROJECT INFORMATION:

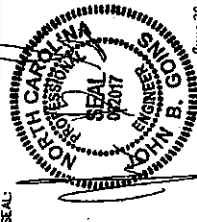
**GREENVILLE
 CEMETERY**
 SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
 3793 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6283
 OFFICE: (919) 861-6351
 FAX: (919) 661-6350
 N.C. LICENSE # C-1704

SEAL:



June 29, 2009

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TRG CHECKED BY: JBG		

SHEET TITLE:

**GENERATOR
 FOUNDATION
 DETAILS**

SHEET NUMBER: **C-6**

REVISION: 1
 TEP #: 063379

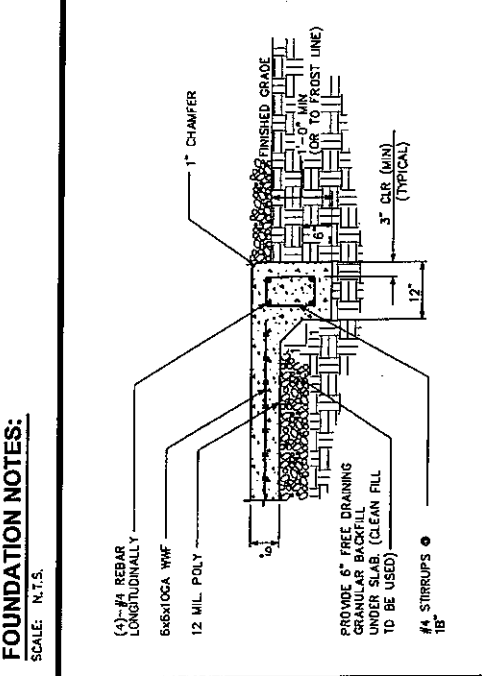
SPECIFICATIONS / CODES:

- ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE.
- ALL STEEL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL, 9th EDITION.
- ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS), D1.1-SB "STRUCTURAL WELDING CODE-STEEL".
- REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI), "MANUAL OF STANDARD PRACTICE".

GENERAL STRUCTURAL NOTES:

SCALE: N.T.S.

- FOUNDATION DESIGN IS BASED ON A 2000 P.S.F. SOIL BEARING CAPACITY. IF OTHER CONDITIONS EXIST, FOUNDATION SHALL BE DESIGNED FOR A HIGHER SOIL BEARING CAPACITY VERIFIED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.
- CONCRETE SHALL BE 3000 PSI @ 28 DAYS.
- REBAR $F_y = 60,000$ PSI ASTM A515 GRADE 60
- ALL BACKFILL SHALL BE THOROUGHLY COMPACTED TO A MINIMUM OF 95% DENSITY USING THE MODIFIED PROCTOR METHOD.
- SURFACE OF FINISHED SLAB SHALL BE LEVEL AND FLAT WITHIN $\frac{1}{4}"$.
- CONTRACTOR SHALL VERIFY WITH THE MANUFACTURER ACTUAL DIMENSIONS OF THE GENERATOR PRIOR TO LAYING OUT FOUNDATION.

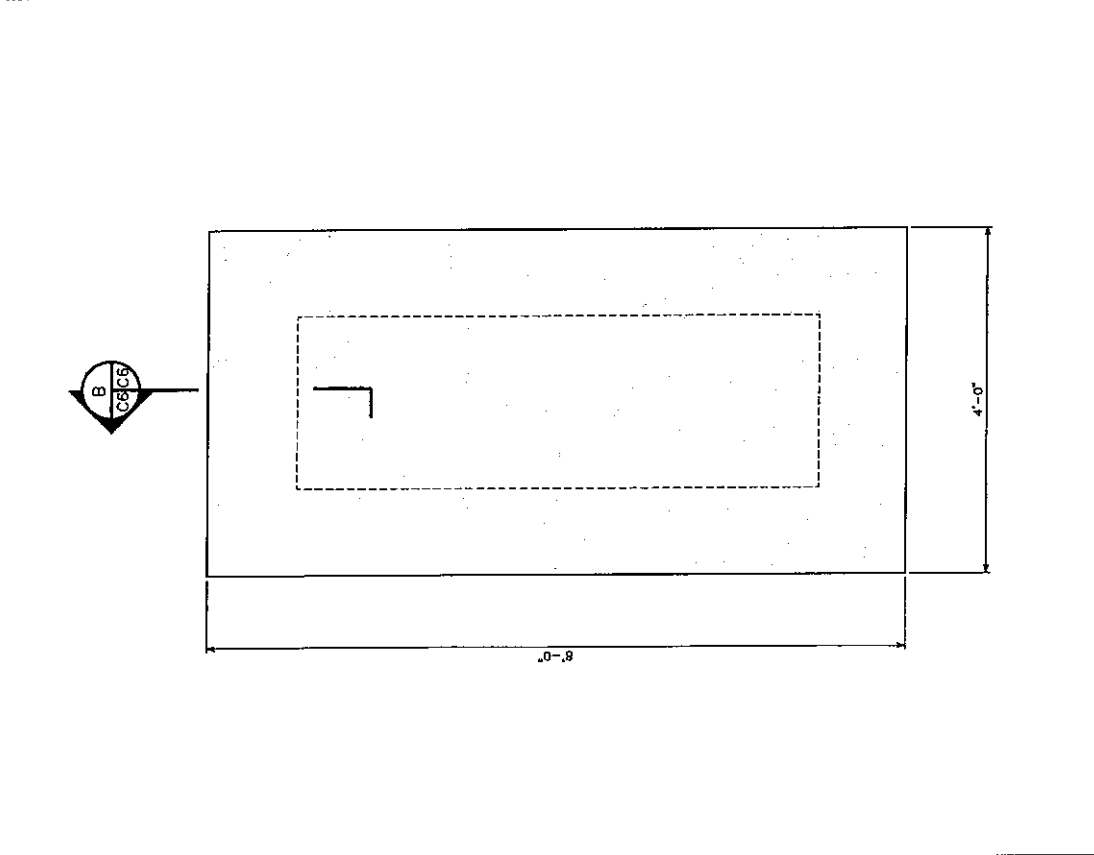


SECTION

SCALE: $\frac{3}{4}" = 1'-0"$

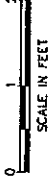


SCALE IN FEET




GENERATOR FOUNDATION PLAN

SCALE: $\frac{3}{4}" = 1'-0"$




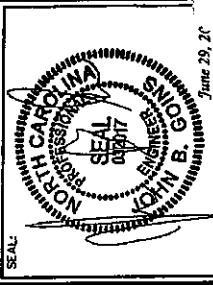
SCALE IN FEET

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 862-4440

PROJECT INFORMATION:
**GREENVILLE
 CEMETERY**
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

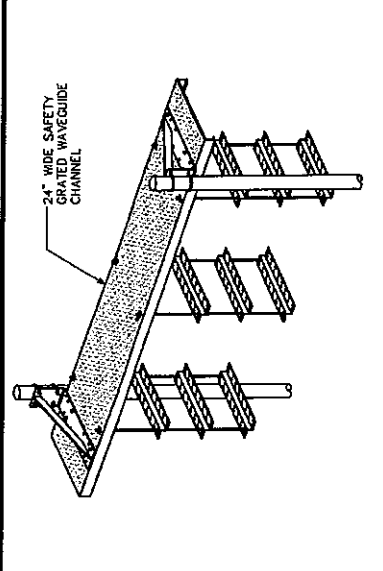

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6283
 OFFICE: (919) 861-6351
 FAX: (919) 861-6350
 N.C. LICENSE # C-784



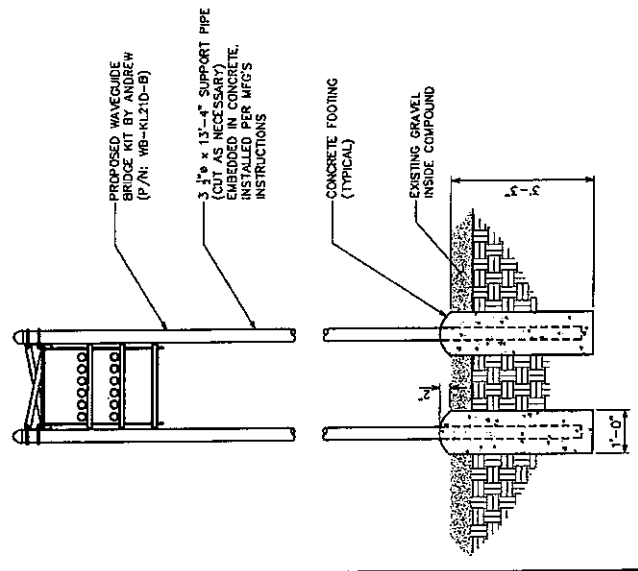
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0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR
DRAWN BY: TRG CHECKED BY: JBG		
SHEET TITLE:		

**ICE BRIDGE
 DETAILS**

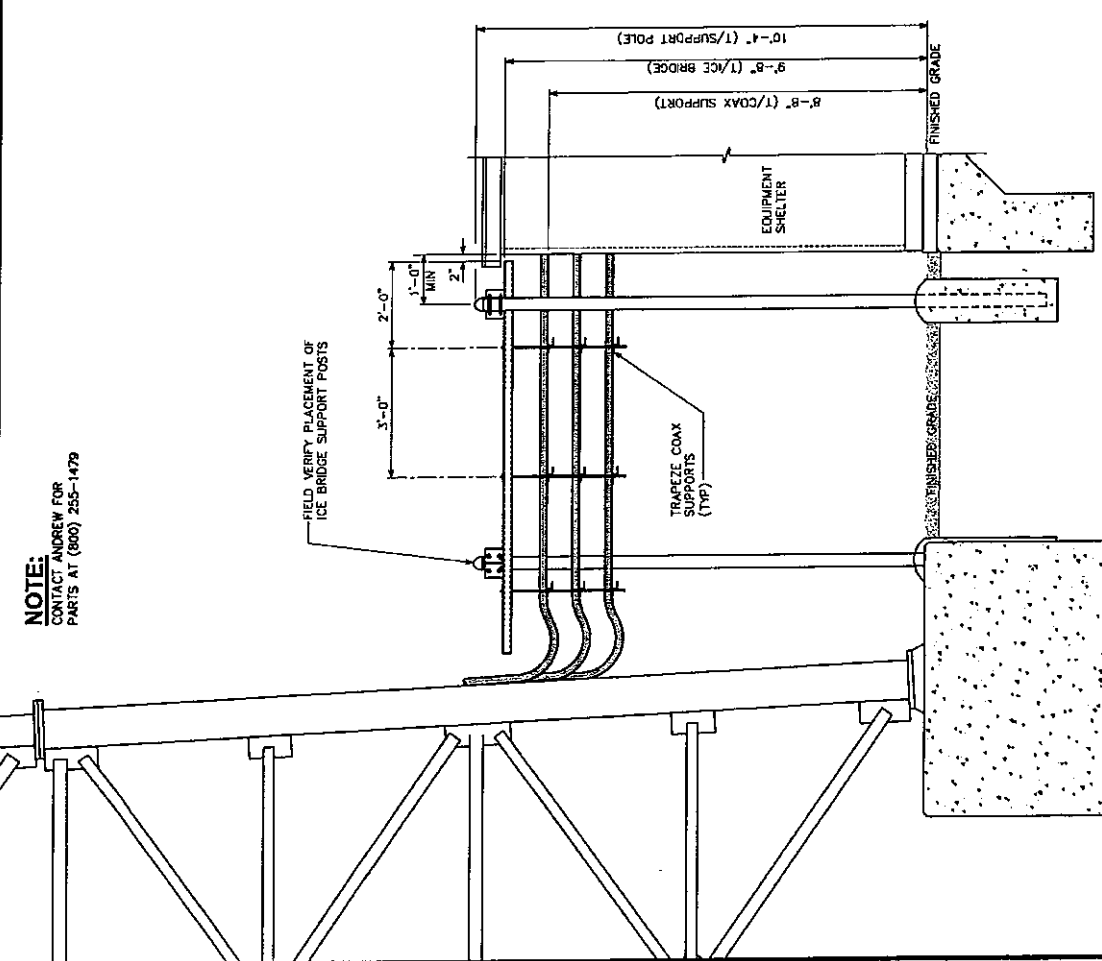
SHEET NUMBER: **C-7**
 REVISION: 1
 TEP # 093373




ISOMETRIC VIEW
 SCALE: N.T.S.




SIDE VIEW
 SCALE: 3/8" = 1'-0"

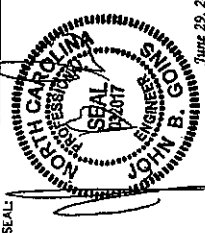


ICE BRIDGE DETAIL
 SCALE: 3/8" = 1'-0"

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 662-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6283
 OFFICE: (919) 861-6281
 FAX: (919) 861-6380
 N.C. LICENSE # C-1784

SEAL:

 JOHN B. SNIDGS
 PROFESSIONAL ENGINEER
 STATE OF NORTH CAROLINA
 LICENSE NO. 17017
 June 29, 20

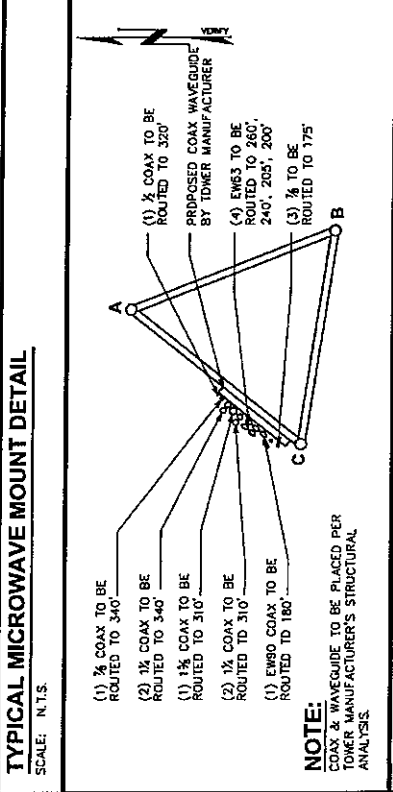
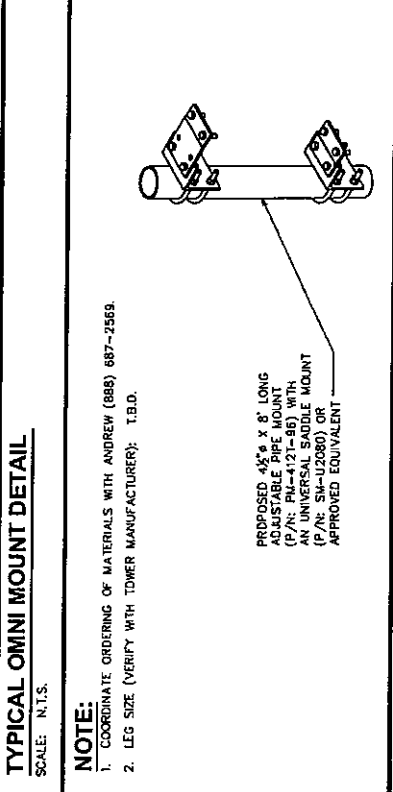
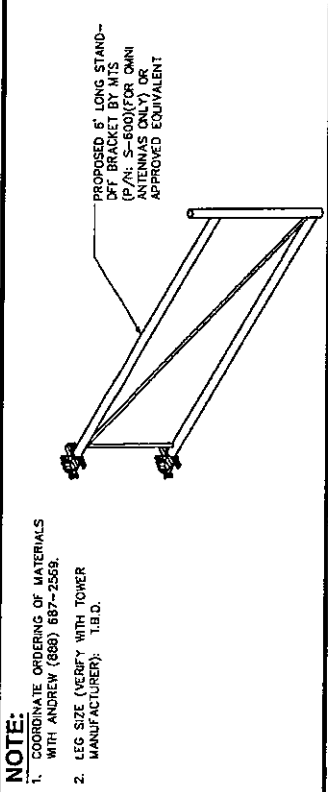
1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TSG CHECKED BY: JBG		
SHEET TITLE:		

ANTENNA & COAX MOUNTING DETAILS

SHEET NUMBER: **C-8**
 REVISION: 1
 TEP #: 083379


ANTENNA / COAX SCHEDULE									
ITEM	MANUFACTURER (MODEL #)	ITEM DESCRIPTION	AZIMUTH	MOUNTING HEIGHT	CABLE MAKE/MODEL	COAX SIZE	COAX LENGTH		
1	SINCLAIR SC-488	OMNI	0°	340'	COMMSCOPE CR-1070-PE	7/8"	360'±		
2	SINCLAIR SC-488	OMNI	120°	340'	COMMSCOPE CR-1480-PE	1 1/4"	360'±		
3	DECIBEL DB-224	OMNI	240°	340'	COMMSCOPE CR-1480-PE	1 1/4"	360'±		
4	TX/RX CORP	TMA	N/A	320'	COMMSCOPE CR-540-PE	7/8"	340'±		
5	SINCLAIR SC-488	OMNI	0°	310'	COMMSCOPE CR-1873-PE	1 1/4"	330'±		
6	SINCLAIR SC-488	OMNI	120°	310'	COMMSCOPE CR-1480-PE	1 1/4"	330'±		
7	DECIBEL DB-420	OMNI	240°	310'	COMMSCOPE CR-1480-PE	1 1/4"	330'±		
8	DECIBEL DB-224	DMNI	90°	215'	COMMSCOPE CR-1480-PE	7/8"	235'±		
9	DECIBEL DB-224	OMNI	300°	215'	COMMSCOPE CR-1480-PE	7/8"	235'±		
10	DECIBEL DB-224	OMNI	240°	215'	COMMSCOPE CR-1480-PE	7/8"	235'±		
11	ANDREW PARX10-59W	DISH	23°	260'	ANDREW EW 63	EW63	280'±		
12	ANDREW PARX10-59W	DISH	41°	240'	ANDREW EW 63	EW63	260'±		
13	ANDREW PARX10-59W	DISH	264°	205'	ANDREW EW 63	EW63	225'±		
14	ANDREW PW-105B	DISH	41°	200'	ANDREW EW 63	EW63	220'±		
15	ANDREW PW-105B	DISH	135°	180'	ANDREW EW 90	EW90	200'±		
16	DECIBEL DB-224	OMNI	0°	175'	COMMSCOPE CR-1480-PE	7/8"	195'±		
17	DECIBEL DB-224	OMNI	120°	175'	COMMSCOPE CR-1480-PE	7/8"	195'±		
18	DECIBEL DB-224	OMNI	240°	175'	COMMSCOPE CR-1480-PE	7/8"	195'±		

* FUTURE ANTENNAS TO BE INSTALLED
 + ICE SHIELD TO BE INSTALLED ABOVE ANTENNA



COAX PLAN
 SCALE: N.T.S.

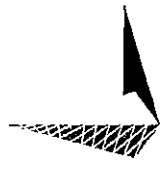
PLANS PREPARED FOR:



3318 GARNER ROAD, BLDG. 2
RALEIGH, NC 27607
OFFICE: (919) 662-4440

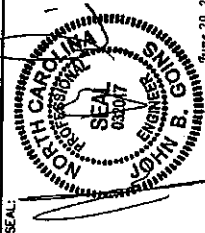
PROJECT INFORMATION:
**GREENVILLE
CEMETERY**
SITE # HP-1341
EAST 2ND STREET
GREENVILLE, NC 27835
(PITT COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5253
OFFICE: (919) 661-6551
FAX: (919) 661-6550
N.C. LICENSE # C-179

SEAL:



June 29, 21

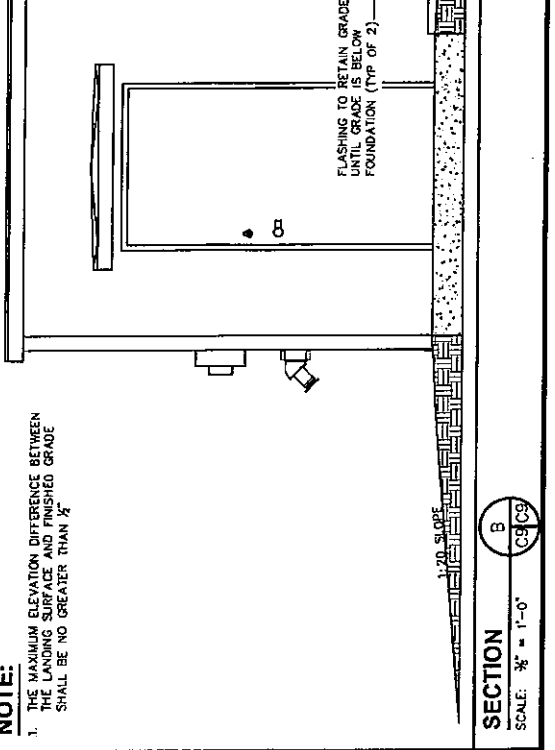
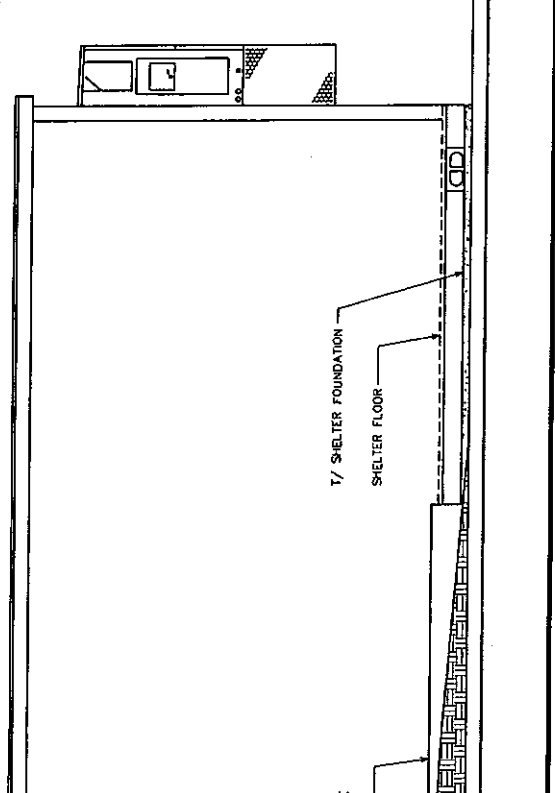
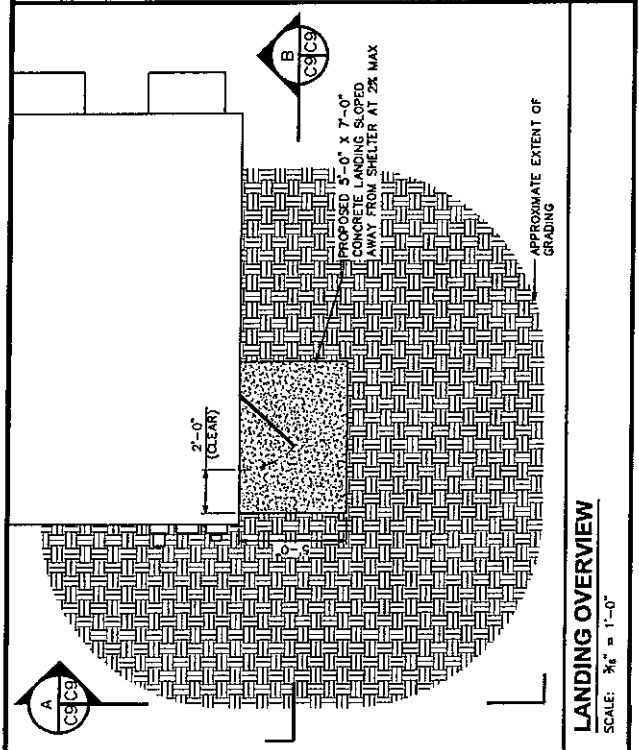
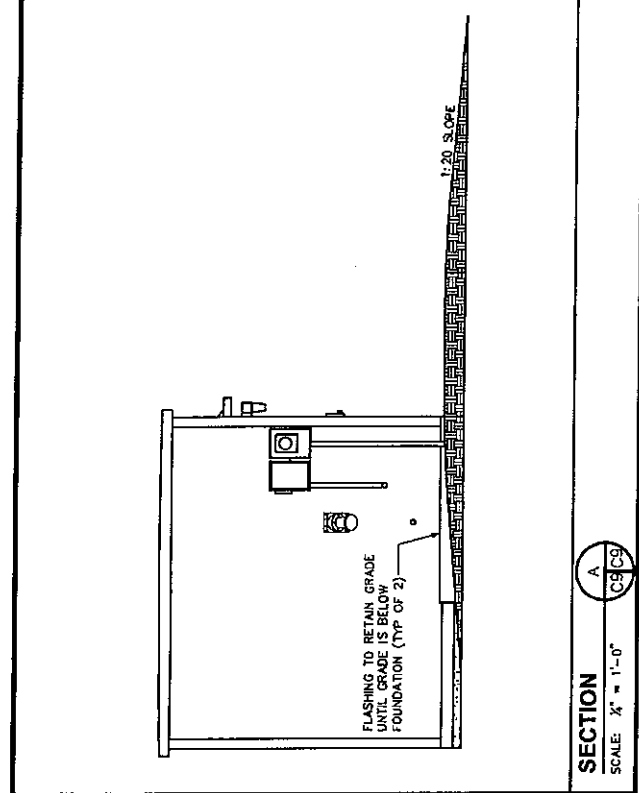
REV	DATE	ISSUED FOR:
1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
DRAWN BY: TNG CHECKED BY: JBG		
SHEET TITLE:		

**SHELTER ACCESS
DETAILS**

SHEET NUMBER:
C-9

REVISION:
1

TEP #: 063373



NOTE:
1. THE MAXIMUM ELEVATION DIFFERENCE BETWEEN THE LANDING SURFACE AND FINISHED GRADE SHALL BE NO GREATER THAN 1/2"

SCOPE:

SHALL INCLUDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN:

1. ELECTRIC SERVICE
2. CONDUIT AND RACEWAY
3. CONDUCTORS
4. MISCELLANEOUS MATERIALS
5. TELEPHONE CONDUITS
6. LIGHTNING ARRESTING SYSTEM

CODES:

THE INSTALLATION SHALL COMPLY WITH ALL LAWS, ORDINANCES, REGULATIONS, ETC., PERTAINING TO ELECTRICAL INSTALLATION IN EFFECT WITH THE REGULATIONS OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA) AND THE NATIONAL ELECTRICAL CODE (NEC) 2003, ADMINISTRATIVE RULES OF THE NORTH CAROLINA BOARD OF ELECTRICAL EXAMINERS AND ALL LOCAL GOVERNING CODES AND ORDINANCES WITH THE REGULATION OF THE SERVING UTILITY COMPANY. ALL PERMITS REQUIRED FOR THE COMPLETION OF WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF FINAL INSPECTION AND APPROVAL.

MATERIALS:

MATERIALS TO BE NEW. USE OF USED OR SUB-STANDARD MATERIAL IS NOT ACCEPTABLE. IN THE CASE OF EXISTING METERING EQUIPMENT OR PANELS, REQUIRED COMPONENTS SHALL BE NEW.

TESTING:

UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE:

IN ADDITION TO THE GUARANTEE OF THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER WITHOUT SHALL BE TURNED OVER TO THE OWNER.

COORDINATION

CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE:

PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL VERIFY PROVISIONS AS TO THE CONDITION OF THE WORK TO COMPLY WITH THE INTENT OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION:

1. COORDINATION OF ALL SLEEVES, CHASES, ETC., WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF CONCRETE, BRICK, BLOCK, LATHING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. ALL EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR.

EXTERIOR CONDUIT:

ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS, SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.

RACEWAYS:

1. ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. CONDUIT SHALL BE RIGID STEEL EMT, OR SCH40 PVC, AS INDICATED ON THE DRAWINGS. ALUMINUM CONDUIT SHALL NOT BE ALLOWED.
2. WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL.
3. CONDUIT SHALL BE INSTALLED IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
4. UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCH40 PVC AS INDICATED ON THE DRAWINGS.
5. ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. ALL CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
6. PROVIDE SUPPORTS FOR ALL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. ALL CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.
7. BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION.
8. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

EQUIPMENT:

1. ALL DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

CONDUCTORS:

1. FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS. ALL CONDUCTORS SHALL HAVE TYPE THHN OR THW (75 °C) INSULATION, RATED FOR 600 VOLTS.
2. ALL CONDUCTORS SHALL BE COPPER. THE USE OF ALUMINUM CONDUCTORS SHALL NOT BE ALLOWED. ALL CONDUCTORS SHALL BE UL LISTED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
 - A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
 - B. ALL CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND SMALLER MAY BE SOID OR STRANDED.
 - C. CONNECTION FOR #10 AWG AND SMALLER SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTORS.
 - D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.
3. ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.
4. THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS.

PENETRATIONS:

CONTRACTOR SHALL COMPLY WITH UL PENETRATION DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.

GROUNDING:

1. ALL ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, RACEWAYS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE POINT ONLY.
2. PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 760 - LIGHTNING PROTECTION AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND EQUIPMENT MANUFACTURER'S GROUNDING SPECIFICATIONS.

INSPECTION:

1. IF THIS BUILDING IS BUILT ON STATE PROPERTY, THE CONTRACTOR IS TO CONTACT THE OFFICE OF THE STATE ELECTRICAL INSPECTOR TO SCHEDULE THE REQUIRED INSPECTIONS. IF THE PROPERTY IS NOT STATE OWNED, THE LOCAL INSPECTOR SHALL PROVIDE THE INSPECTION.

ABBREVIATIONS AND LEGEND

A	AMPERE	PANL	PANEL
AFG	ABOVE FINISHED GRADE	PANLBD	PANLBOARD
ATS	AUTOMATIC TRANSFER SWITCH	PVC	SCH40 RIGID NON-METALLIC CONDUIT
AWG	AMERICAN WIRE GAUGE	RGS	RIGID GALVANIZED STEEL CONDUIT
BCW	BARE COPPER WIRE	SW	SWITCH
BFG	BELOW FINISHED GRADE	TGB	TOWER GROUND BAR
BKR	BREAKER	UL	UNDERWRITERS LABORATORIES
C	CONDUIT	V	VOLTAGE
CKT	CIRCUIT	W	WATTS
DISC	DISCONNECT	XFRM	TRANSFORMER
EGR	EXTERNAL GROUND RING	XMTX	TRANSMITTER
EMT	ELECTRIC METALLIC TUBING		
FSC	FLEXIBLE STEEL CONDUIT		
GEN	GENERATOR		
GPS	GLOBAL POSITIONING SYSTEM		
GRD	GROUND		
IGR	ISOLATED GROUND BAR		
ISR	INTERIOR GROUND RING (HOLD)		
KW	KILOWATTS		
NEC	NATIONAL ELECTRIC CODE		
PCS	PERSONAL COMMUNICATION SYSTEM		
PH	PHASE		

---	UNDERGROUND ELECTRICAL CONDUIT
---	UNDERGROUND TELEPHONE CONDUIT
⊕	KILOWATT-HOUR METER
---	UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
○	GROUND ROD
●	CADWELD
⊠	GROUND ROD WITH INSPECTION WELL

PLANS PREPARED FOR:



3319 GARNER ROAD, BLDG. 2
RALEIGH, NC 27603
OFFICE: (919) 562-4440

PROJECT INFORMATION:

**GREENVILLE
CEMETERY**
SITE # HP-1341
EAST 2ND STREET
GREENVILLE, NC 27635
(PITT COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
3103 JUNCTION BOULEVARD
RALEIGH, NC 27608-5263
OFFICE: (919) 661-4351
FAX: (919) 661-4350
N.C. LICENSE # C-1794

SCALE:



June 29, 200

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:


DRAWN BY: BCL CHECKED BY: JRH
SHEET TITLE:

**ELECTRICAL
NOTES**

SHEET NUMBER: **E-1**


REVISION: 1


TEP # 063379

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 882-4440

PROJECT INFORMATION:
GREENVILLE
CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

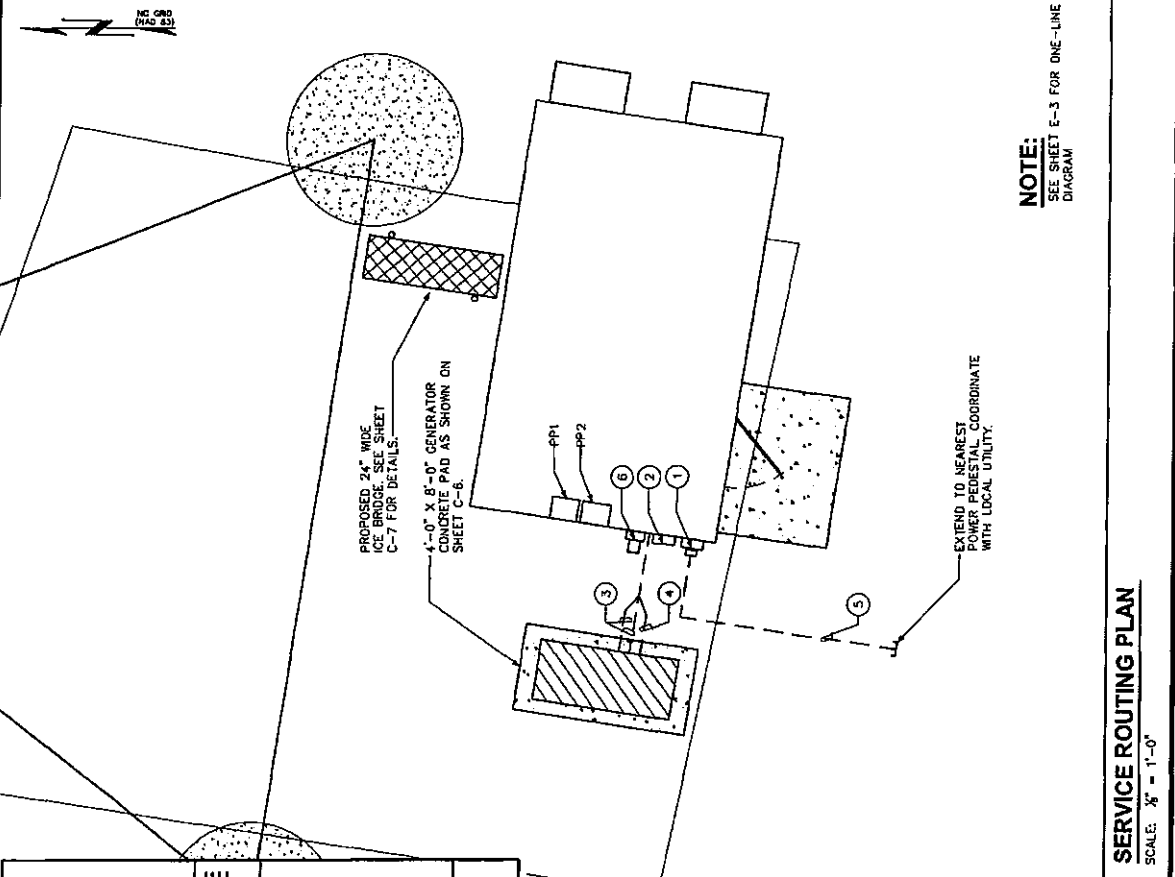

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
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 OFFICE: (919) 861-8351
 FAX: (919) 861-8350
 N.C. LICENSE # C-1794

SEAL

 June 29, 2006

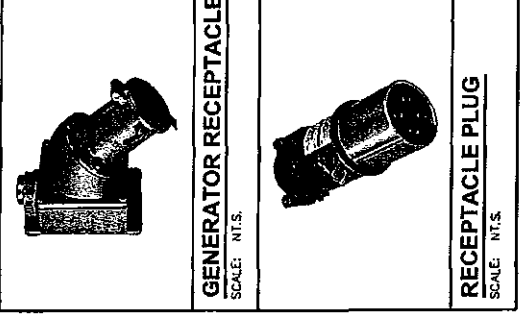
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0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: TRG CHECKED BY: JRP1
 SHEET TITLE:
SERVICE ROUTING PLAN

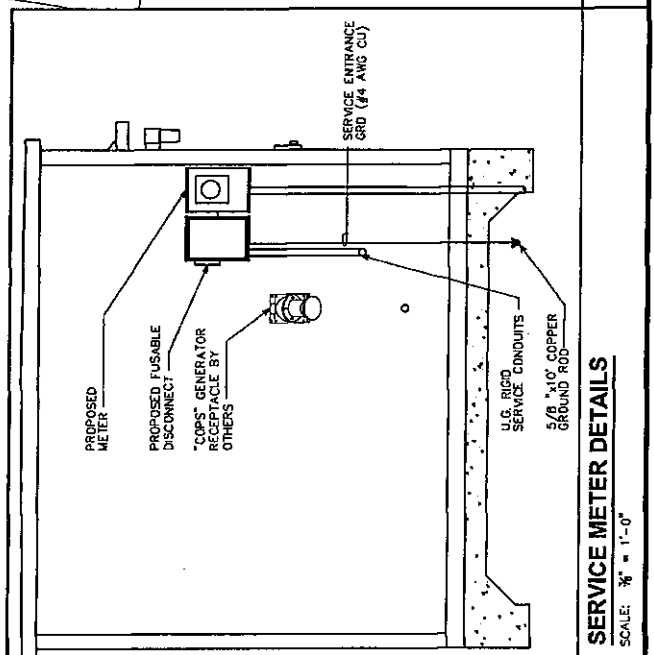
SHEET NUMBER:
E-2
 REVISION:
 1
 TEP #: 063379



NOTE:
 SEE SHEET E-3 FOR ONE-LINE
 DIAGRAM




- DRAWING NOTES:**
- 200 AMP METER
 - 200 AMP DISCONNECT
 - 2x" CONDUIT FOR GENERATOR SERVICE (200 AMP, 4W, 1P)
 - (2)-3" CONDUITS FOR GENERATOR CONTROL WIRING
 - 2x" CONDUIT FOR MAIN SERVICE (200AMP, 3W, 1P)
 - FUTURE "COPS" GENERATOR RECEPTACLE BY APPLETON (P/N: ADA20044-250 OR APPROVED EQUAL) W/ (4) WIRES - (2) POWER, (1) NEUTRAL, (1) GROUND TO BE INSTALLED ON EXTERIOR OF SHELTER. SEE RECEPTACLE ELEVATION, THIS SHEET. REQUIRED APPLETON PLUG (P/N: AP20044E)




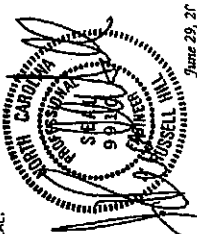
SERVICE METER DETAILS
 SCALE: 3/8" = 1'-0"

SERVICE ROUTING PLAN
 SCALE: 3/8" = 1'-0"

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 982-1440

PROJECT INFORMATION:
**GREENVILLE
 CEMETERY**
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27835
 (PITT COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5233
 OFFICE: (919) 861-8351
 FAX: (919) 861-5380
 N.C. LICENSE #C-1794

SCALE:

 June 29, 21

REV.	DATE	ISSUED FOR:
1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
0		ISSUED FOR:

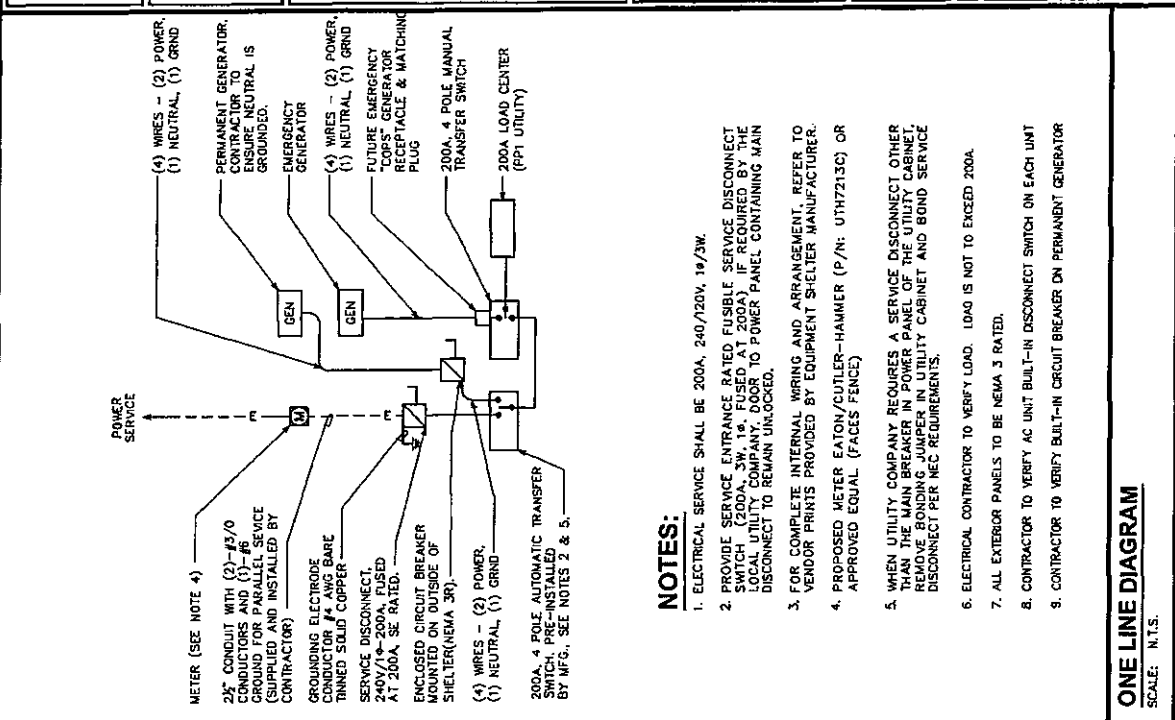
DRAWN BY: TRG CHECKED BY: JRG
 SHEET TITLE:

**ONE-LINE DIAGRAM,
 PANEL SCHEDULE
 & NOTES**

SHEET NUMBER:
E-3

REVISION:
 1

REP. #: 093379



PP1 UTILITY 200AMP, 120/240VAC, 1Ø/3W, 60HZ, M.BKR, 10K AIC

LOAD SERVED	VOLT AMPERES (WATTS)		WIRE	BREAKER			PHASE	Circuit Breaker		VOLT AMPERES (WATTS)		LOAD SERVED	
	A	B		F	TRIP	P		A	B	A	B		
ADN1	3727		8	2	35	2	8	3727	ADN2				
WALL RECEPTACLE	720		12	1	20	5	A	8	30	1	12	720	WALL RECEPTACLE SMOKE DETECTOR
INTERIOR LIGHTS	180		12	1	20	7	B	20	1	12	180	US	
EXTERIOR RECEPTACLE	180		12	1	20	8	A	10	125	2	1	180	TED PANEL PP2
SPARE			-	1	20	11	A	14	20	1	-		SPARE
SPARE			-	1	20	13	B	18	20	1	-		SPARE
SPARE			-	1	20	15	A	18	20	1	-		SPARE
SPARE			-	1	20	17	A	18	20	1	-		SPARE
SPARE			-	1	20	19	B	20	20	1	-		SPARE
SPARE			-	1	20	21	A	22	20	1	-		SPARE
SPARE			-	1	20	23	B	24	20	1	-		SPARE
SPARE			-	1	20	25	A	24	20	1	-		SPARE
SPARE			-	1	20	27	B	28	20	1	-		SPARE
SPARE			-	1	20	29	A	30	20	1	-		SPARE
SPARE			-	1	20	31	B	32	20	1	-		SPARE
SPARE			-	1	20	33	A	34	20	1	-		SPARE
SPARE			-	1	20	35	B	36	20	1	-		SPARE
BATTERY CHARGER	2400		16	2	30	37	A	50	85	2	4	60	50
VOLT AMPS PER LEG			7127		7027		14874		7127		7027		
TOTAL VOLT AMPERES			14874		14874		14874		14874		14874		
TOTAL VOLT AMPERES PER LEG			124		110		155		170		170		
TOTAL VOLT AMPERES PER LEG			14874		14874		14874		14874		14874		
TOTAL VOLT AMPERES PER LEG			124		110		155		170		170		
TOTAL VOLT AMPERES PER LEG			14874		14874		14874		14874		14874		

PP2 TECH 200AMP, 120/240VAC, 1Ø/3W, 60HZ, M.BKR, 10K AIC

LOAD SERVED	VOLT AMPERES (WATTS)		WIRE	BREAKER			PHASE	Circuit Breaker		VOLT AMPERES (WATTS)		LOAD SERVED
	A	B		F	TRIP	P		A	B	A	B	
* EQUIPMENT RPT-1	180		12	1	20	1	A	2	20	1	180	* EQUIPMENT RPT-1
* EQUIPMENT RPT-2	180		12	1	20	2	B	2	20	1	180	* EQUIPMENT RPT-2
* EQUIPMENT RPT-3	180		12	1	20	3	A	8	20	1	180	* EQUIPMENT RPT-3
* EQUIPMENT RPT-4	180		12	1	20	4	B	8	20	1	180	* EQUIPMENT RPT-4
* EQUIPMENT RPT-5	180		12	1	20	5	A	8	20	1	180	* EQUIPMENT RPT-5
* EQUIPMENT RPT-6	180		12	1	20	6	B	8	20	1	180	* EQUIPMENT RPT-6
* EQUIPMENT RPT-7	180		12	1	20	7	A	8	20	1	180	* EQUIPMENT RPT-7
* EQUIPMENT RPT-8	180		12	1	20	8	B	8	20	1	180	* EQUIPMENT RPT-8
* EQUIPMENT RPT-9	180		12	1	20	9	A	10	20	1	180	* EQUIPMENT RPT-9
* EQUIPMENT RPT-10	180		12	1	20	10	B	12	20	1	180	* EQUIPMENT RPT-10
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* EQUIPMENT RPT-12	180		12	1	20	12	B	16	20	1	180	* EQUIPMENT RPT-12
* EQUIPMENT RPT-13	180		12	1	20	13	A	18	20	1	180	* EQUIPMENT RPT-13
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* EQUIPMENT RPT-15	180		12	1	20	15	A	22	20	1	180	* EQUIPMENT RPT-15
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* EQUIPMENT RPT-17	180		12	1	20	17	A	26	20	1	180	* EQUIPMENT RPT-17
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* EQUIPMENT RPT-23	180		12	1	20	23	A	38	20	1	180	* EQUIPMENT RPT-23
* TRANS. CTR1/23	180		12	1	20	24	B	40	20	1	180	* TRANS. CTR1/23
* TRANS. CTR2/24	180		12	1	20	25	A	42	20	1	180	* TRANS. CTR2/24
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* TRANS. CTR4/26	180		12	1	20	27	A	46	20	1	180	* TRANS. CTR4/26
* TRANS. CTR1/27	180		12	1	20	28	B	48	20	1	180	* TRANS. CTR1/27
* TRANS. CTR2/28	180		12	1	20	29	A	50	20	1	180	* TRANS. CTR2/28
* TRANS. CTR3/29	180		12	1	20	30	B	52	20	1	180	* TRANS. CTR3/29
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* EQUIPMENT RPT-31	180		12	1	20	32	B	56	20	1	180	* EQUIPMENT RPT-31
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SPARE			-	1	20	37	B	68	20	1	-	SPARE
SPARE			-	1	20	38	A	70	20	1	-	SPARE
SPARE			-	1	20	39	B	72	20	1	-	SPARE
VOLT AMPS PER LEG			1620		1620		3240		1620		1620	
TOTAL VOLT AMPERES			1620		1620		3240		1620		1620	
TOTAL VOLT AMPERES PER LEG			1620		1620		3240		1620		1620	
TOTAL VOLT AMPERES PER LEG			1620		1620		3240		1620		1620	

ONE LINE DIAGRAM
 SCALE: N.T.S.

PANEL SCHEDULE
 SCALE: N.T.S.

PLANS PREPARED FOR:

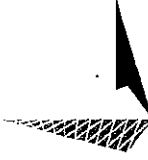


3318 GARNER ROAD, BLDG. 2
RALEIGH, NC 27607
OFFICE: (919) 662-4440

PROJECT INFORMATION:

**GREENVILLE
CEMETERY
SITE # HP-1341**
EAST 2ND STREET
GREENVILLE, NC 27835
(PITT COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27605-5263
OFFICE: (919) 661-6351
FAX: (919) 661-6350
N.C. LICENSE # C-1794

SEAL:



June 29, 21

1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: TKG | CHECKED BY: JRF

SHEET TITLE:

**EQUIPMENT
GROUNDING PLAN
AND NOTES**

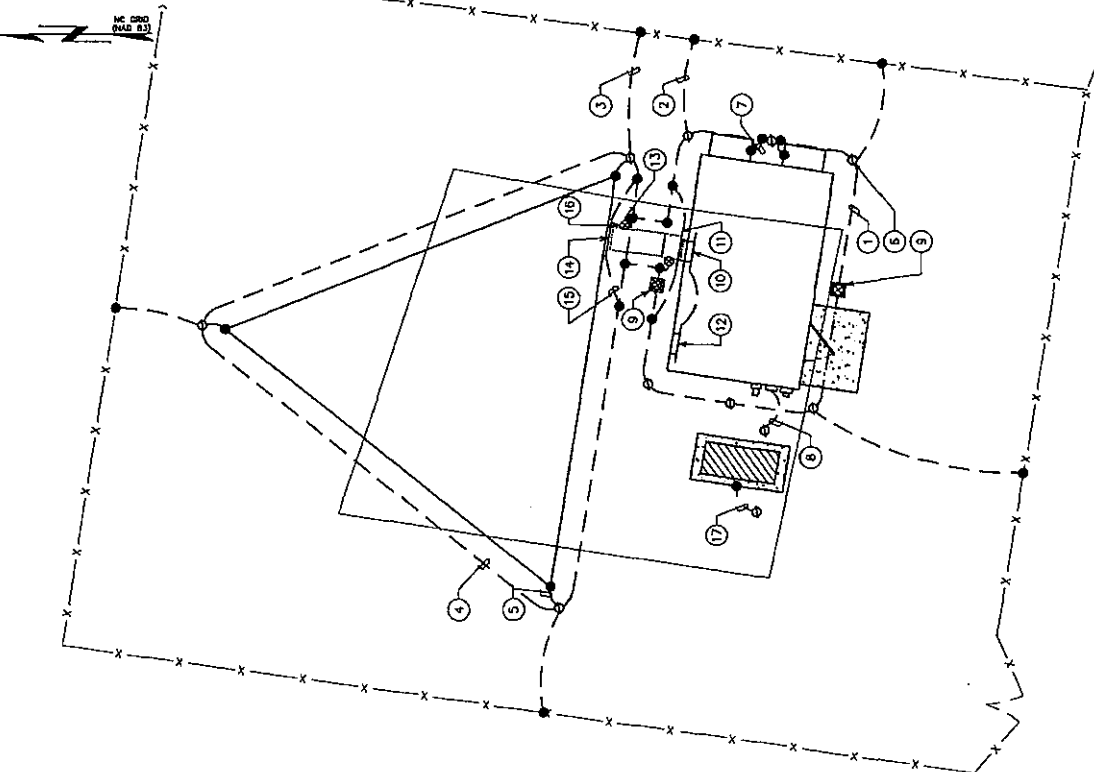
SHEET NUMBER:	1
REVISION:	1
REP. #:	063379

GROUNDING NOTES

1. CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING 4/0 BARE COPPER OR ALUMINUM. THE RING CONDUCTORS SHALL BE 36" BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE PROVIDED AND INSTALLED AS REQUIRED PER PLAN BELOW.
2. BONDING OF THE GROUNDING CONDUCTOR (INSULATED) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250.30.
3. GROUND RING CONNECTION CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.
4. CONTRACTOR SHALL ENSURE GROUND RING IS WITHIN 12 TO 36 INCHES OF THE SHELTER FOUNDATION. GROUNDE AND INSTALL GROUNDING CONNECTIONS SHOWN BELOW AS NEEDED PER EXISTING SITE. GROUNDING SYSTEMS CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.
5. BOND CIGBE TO EXTERNAL GROUND RING WITH 2 RUNS OF 4/0 BARE COPPER CONDUCTOR IN PVC. CONNECT BAR END WITH 2 HOLE LUG, AND "CADWELD" THE OTHER END TO THE EXTERNAL GROUND ROD.
6. BONDING CONDUCTORS SHALL BE ROUTED THROUGH A 1" PVC CONDUIT SLEEVE RUN UNDER THE FOUNDATION. REFER TO THE GROUNDING PLAN BELOW.


DRAWING NOTES:

- 1 4/0 GROUND RING BURIED 36" BFG OR 6" BELOW FROST DEPTH (WHICHEVER IS GREATER).
- 2 1/2 BOND FROM SHELTER RING TO THE FENCE POST (TYP OF 2)
- 3 TOWER RING TO FENCE POST BOND (TYP OF 3)
- 4 PROPOSED TOWER GROUND RING, 3/4" GROUND RING BURIED 36" BFG OR 6" BELOW FROST DEPTH (WHICHEVER IS GREATER), BY TOWER MANUFACTURER.
- 5 TOWER BOND TO TOWER GROUND RING
- 6 3/4" x 10' COPPER GROUND ROD (TYP)
- 7 4/0 BONDING CONDUCTOR (TYP OF 2)
- 8 SERVICE BONDING CONDUCTOR (COORDINATE WITH UTILITY)
- 9 GROUND ROD W/ INSPECTION WELL
- 10 MASTER GROUND BAR (MGB)
- 11 COAX GROUND BAR EXTERIOR (CGBE)
- 12 TELCO GROUND BAR (AS NEEDED) (TGB)
- 13 ICE BROGE POST BONDING CONDUCTOR
- 14 TOWER BUSS BAR
- 15 TOWER BUSS BAR BONDING CONDUCTOR
- 16 TYPICAL ICE BROGE POST
- 17 GENERATOR BONDING CONDUCTOR




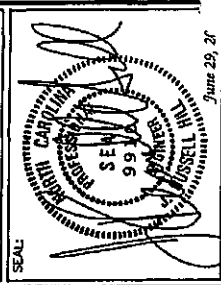
EQUIPMENT GROUNDING PLAN

SCALE: N.T.S.

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 982-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 710 ACRES
 GREENVILLE, NC 27601
 (FITT COUNTY)

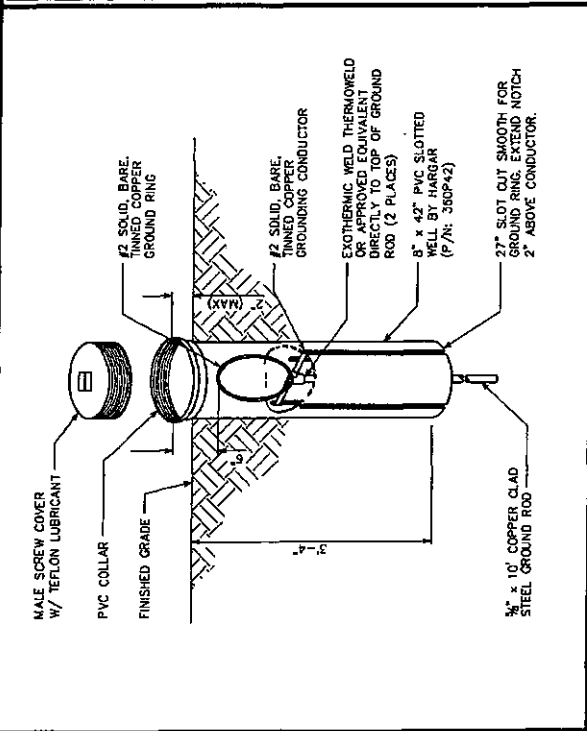
PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5283
 OFFICE: (919) 861-6361
 FAX: (919) 861-6330
 N.C. LICENSE # C-1794



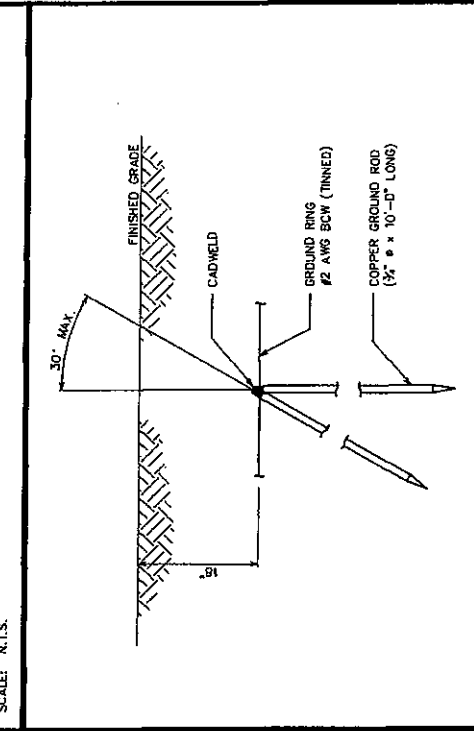
1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TKG		CHECKED BY: JPB

SHEET TITLE:
GROUNDING DETAILS

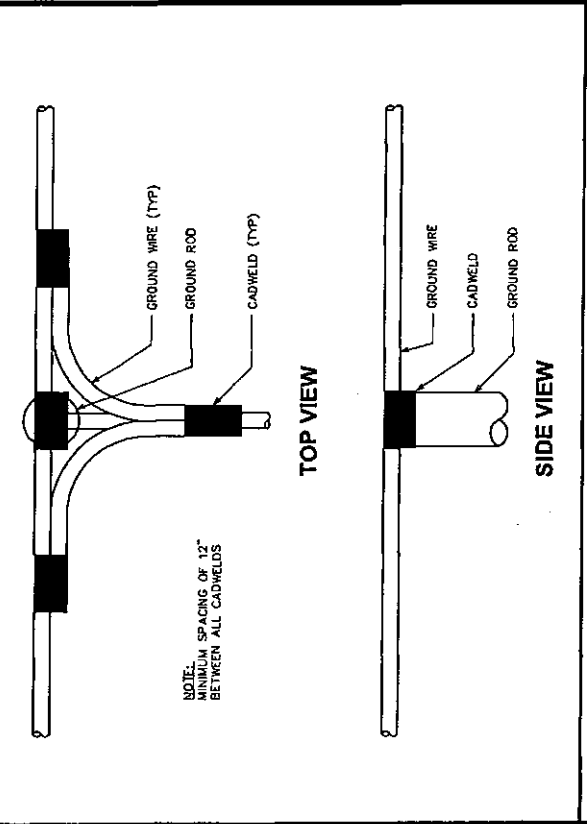
SHEET NUMBER:
E-5
 REVISION:
 1
 TEP #: 063379



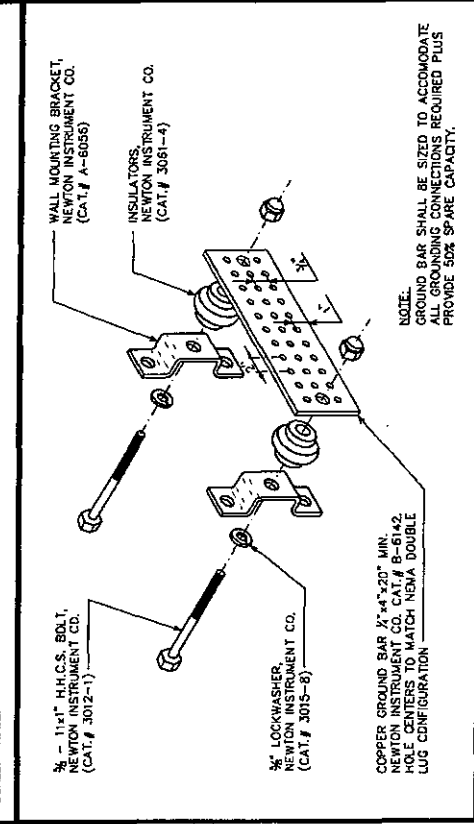
GROUND ROD WITH INSPECTION WELL
 SCALE: N.T.S.




COPPER-CLAD STEEL GROUND ROD
 SCALE: N.T.S.



CADWELD GROUNDING DETAIL
 SCALE: N.T.S.



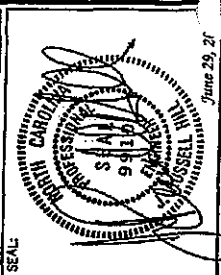
STANDARD GROUND BAR DETAIL
 SCALE: N.T.S.

PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 662-4440

PROJECT INFORMATION:
GREENVILLE CEMETERY
SITE # HP-1341
 EAST 2ND STREET
 GREENVILLE, NC 27635
 (PITT COUNTY)

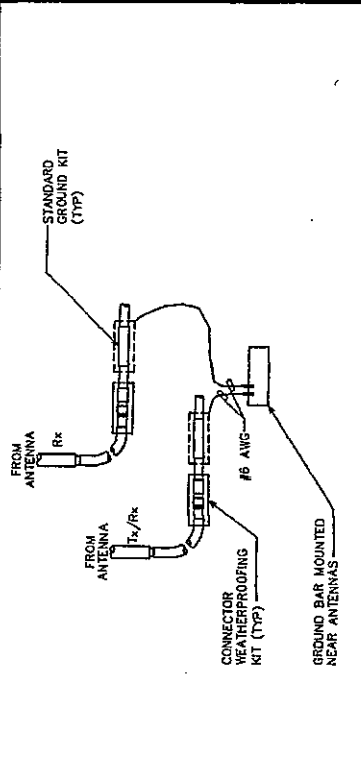
PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3735 JUNCTION BOULEVARD
 RALEIGH, NC 27603-6253
 OFFICE: (919) 661-6351
 FAX: (919) 661-6350
 N.C. LICENSE # C-1794

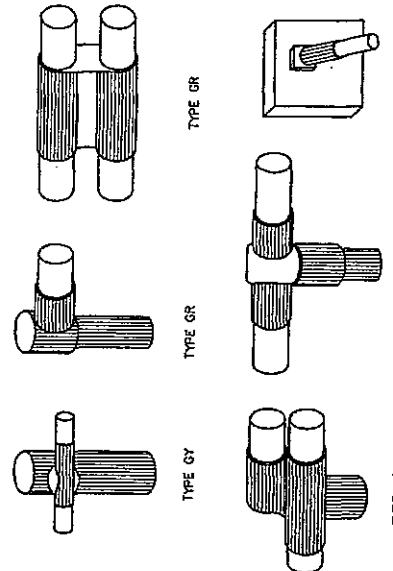


1	06-29-09	CONSTRUCTION
0	05-20-09	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:
DRAWN BY: TNG CHECKED BY: JRT		
SHEET TITLE: GROUNDING DETAILS II		

SHEET NUMBER: **E-6**
 REVISION: **1**
 TEP #: 023373

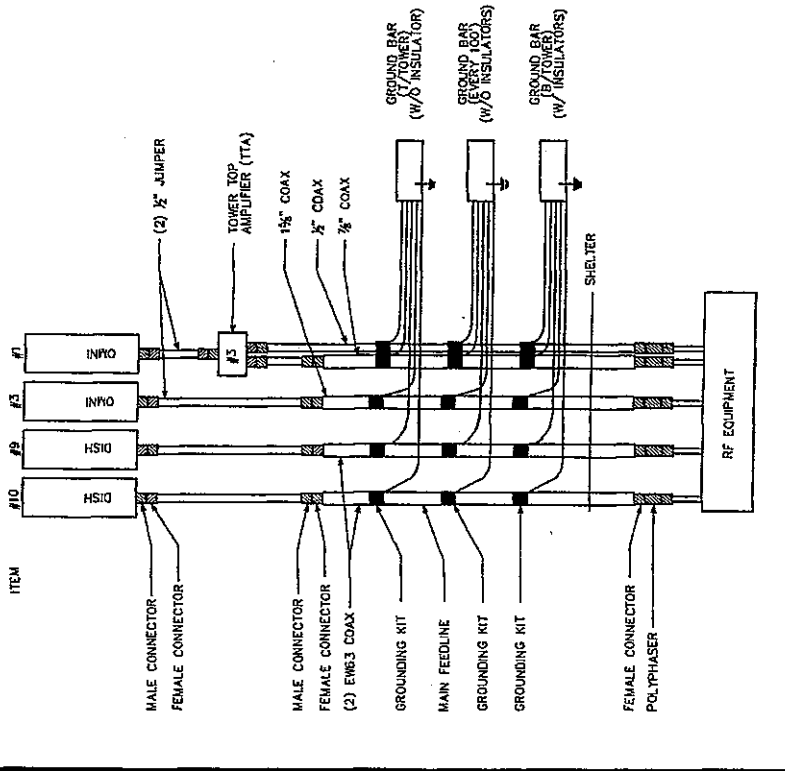


GROUND WIRE TO GROUND BAR CONNECTION AT ANTENNA
 SCALE: N.T.S.

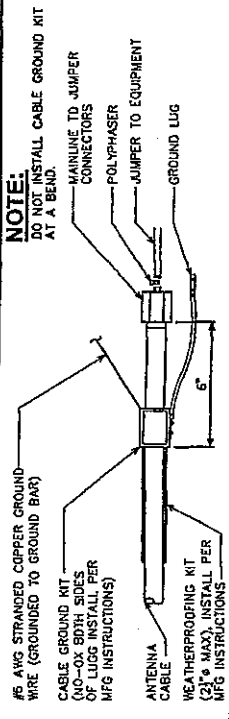


NOTE:
 CADWELD TYPES[®] SHOWN ARE EXAMPLES. CONSULT WITH PROJECT MANAGER FOR SPECIFIC TYPES OF CADWELDS TO BE USED FOR THIS PROJECT.

CADWELD DETAILS
 SCALE: N.T.S.



ANTENNA CABLE & GROUNDING SCHEMATIC
 SCALE: N.T.S.



CABLE GROUNDING DETAIL
 SCALE: N.T.S.

NOTE:
 DO NOT INSTALL CABLE GROUND KIT AT A BEND.
 #5 AWG STRANDED COPPER GROUND WIRE (GROUNDED TO GROUND BAR)
 CABLE GROUND KIT (NO-OX BOTH SIDES OF LUGS INSTALL PER MFG INSTRUCTIONS)



City of Greenville, North Carolina

Meeting Date: 01/08/2024

-
- Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Arbor Hills South Cluster Subdivision, Section 2, Phases 10 & 11
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Arbor Hills South Cluster Subdivision, Section 2, Phases 10 & 11 (Map Book 90 at Page 191). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2023-2024 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Arbor Hills South Cluster Subdivision, Section 2, Phases 10 & 11.
-

ATTACHMENTS

- [Resolution for Arbor Hills South Cluster.pdf](#)
- [Final Plat-Arbor Hills South Section 2, Phase 10 & 11.pdf](#)

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

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

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

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

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

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

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

Arbor Hills South Cluster Subdivision, Section 2, Phases 10 & 11

Map Book 90 at Page 191

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

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

Adopted the 8th day of January, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 8th day of January, 2024.

Notary Public

My Commission Expires:

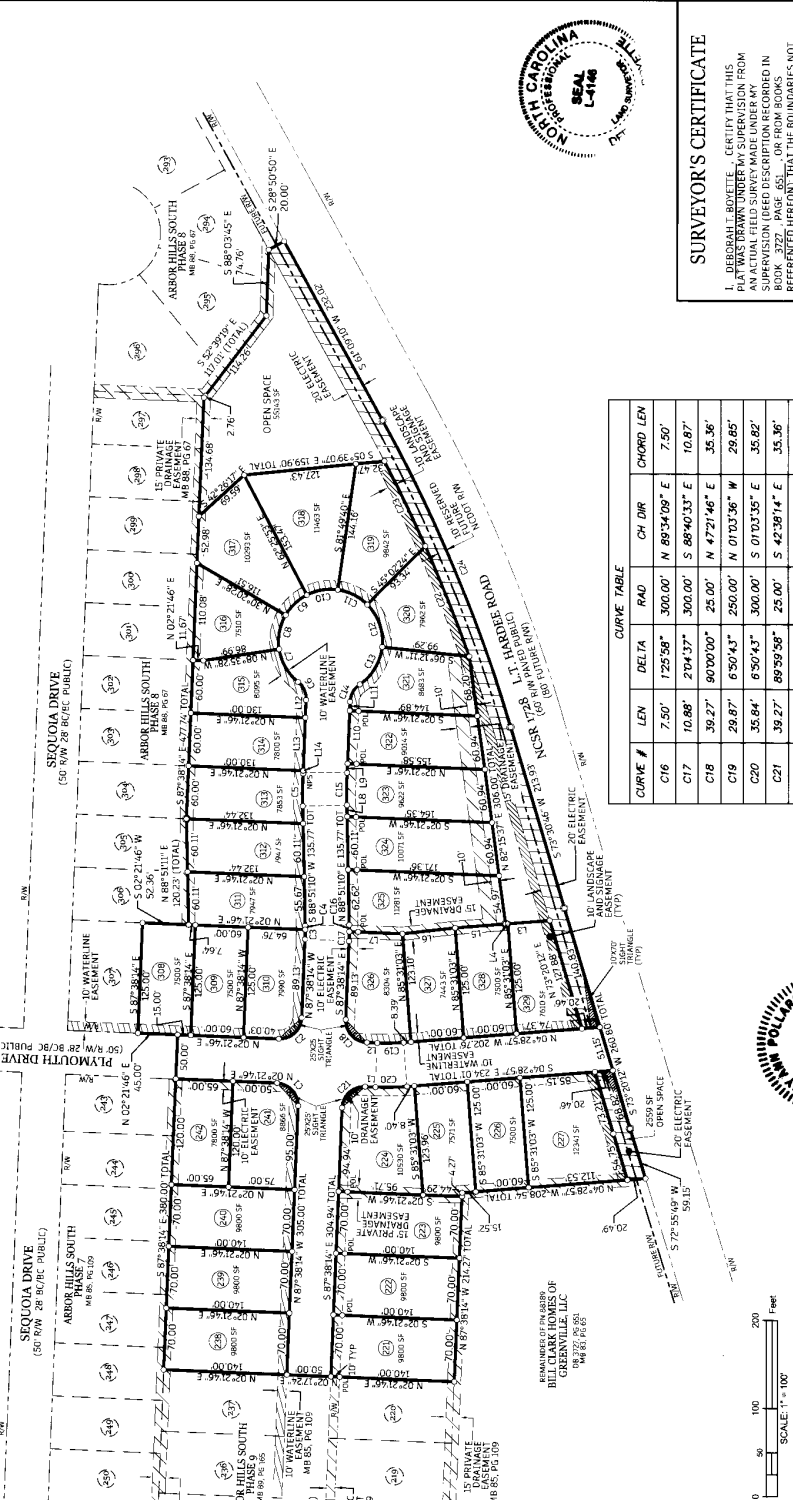
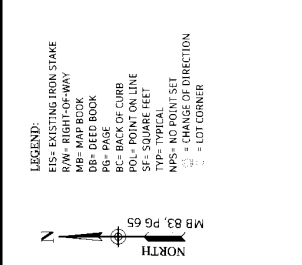
SITE DATA

NUMBER OF LOT TRACT.....47
 TOTAL AREA IN TRACT.....9.9304 AC
 AREA IN OPEN SPACE.....1.3247 AC
 AREA IN PARKS, RECREATION
 AREAS AND THE LIKE.....0
 LINEAR DISTANCE IN STREETS.....1.316 LF



- NOTES:**
- EXISTING IRON STAKE
 - EXISTING WATER, SANITARY SEWER, GAS OR ELECTRIC LINES FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT TO BE CONSIDERED AS EASEMENTS FOR WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - THIS PROPERTY IS NOT SUBJECT TO A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM AND REFERENCED BY FIRM NUMBER 2206969000, EFFECTIVE DATE 04/02/2004.
 - IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
 - NO PERMANENT STRUCTURES, INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR PLACED ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.

- NOTES:**
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE OR OTHER MATERIALS SHALL BE PLACED WITHIN ANY DEDICATED EASEMENT SURFACES WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 - CONTRACT AREA(S) FOR PRIVATE DRAINAGE EASEMENTS TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION. DOCUMENTS INCORPORATED IN DEED BOOK NUMBER PAGE.
 - NO POINTS SET ON RIGHT-OF-WAY WHERE A 10' POINT-ON-LINE (POL) IS SHOWN.
 - 10' DRAINAGE EASEMENT ON LOT 224 IS CENTERED OVER PIPE AS INSTALLED.



LINE TABLE
SCALE: 1" = 1000'

LINE #	LENGTH	DIRECTION
L1	11.84'	S 02°21'46" W
L2	11.84'	N 02°21'47" E
L3	47.39'	S 04°28'59" E
L4	2.82'	S 04°28'59" E
L5	57.38'	S 04°28'59" E
L6	60.03'	S 06°16'01" E
L7	60.49'	S 02°21'46" W
L8	13.03'	N 86°51'10" E
L9	10.26'	S 87°36'14" E
L10	60.00'	S 87°36'14" E
L11	10.24'	S 87°36'14" E
L12	20.24'	N 87°36'14" W
L13	60.00'	N 87°36'14" W
L14	0.26'	N 87°36'14" W

CURVE TABLE

CURVE #	LEN	DELTA	RAD	CH DIR	CHORD LEN
C1	39.27'	80°05'15"	25.00'	S 47°21'46" W	35.36'
C2	39.27'	80°05'15"	25.00'	N 42°40'37" E	35.33'
C3	10.88'	279°33"	250.00'	N 86°53'02" W	10.87'
C4	4.44'	1°01'02"	250.00'	S 89°21'39" W	4.44'
C5	39.82'	330°36"	650.00'	N 89°23'52" W	39.81'
C6	23.33'	53°28'14"	25.00'	N 26°33'58" E	22.49'
C7	43.78'	42°31'00"	50.00'	S 60°09'03" W	42.78'
C8	40.09'	38°55'56"	50.00'	N 79°07'50" W	39.32'
C9	33.49'	32°31'24"	50.00'	N 43°23'51" W	33.04'
C10	36.36'	35°18'28"	50.00'	N 09°28'54" W	35.79'
C11	37.88'	36°47'16"	50.00'	N 26°33'58" E	37.23'
C12	52.77'	51°14'35"	50.00'	N 70°34'54" E	51.03'
C13	51.11'	49°37'49"	50.00'	S 50°30'55" E	49.52'
C14	23.33'	53°28'13"	25.00'	N 60°54'07" W	22.49'
C15	36.76'	330°36"	600.00'	S 89°23'32" E	36.75'

SURVEYOR'S CERTIFICATE

I, DEBBARANT BOBETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM THE FIELD BOOKS AND RECORDED IN DEED BOOK 3327, PAGE 651, OR FROM BOOKS REFERENCED HEREON, THAT THE BOUNDARIES NOTED ON THIS PLAT WERE MEASURED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON, OR AS REFERENCED HEREON, THAT THE RATIO OF PRECISION OF POSITIONAL ACCURACY OF THIS SURVEY IS 1:1000. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH P.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (11D16), THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY THAT REGULATES PARCELS OF LAND.

WITNESSEY MY ORIGINAL SIGNATURE AND SEAL THIS 7th DAY OF AUGUST, 2023.

SIGNED: *Debbarant Bobette*
 PROFESSIONAL LAND SURVEYOR, LICENSE # 11516

REVIEW OFFICER'S CERTIFICATE
 CHARLES M. EDWARDS, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS MADE, COMES WITHIN ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER: *Charles M. Edwards*
 DATE: 8/10/23

DEDICATION

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

OWNER: *Bill Clark Homes of Greenville, LLC*
 OWNER: *Debbarant Bobette*

SIGNED: *Debbarant Bobette*
 ATTEST: *Paul Fin*

APPROVAL

THIS FINAL PLAT WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF AUGUST, 2023.

SIGNED: *Debbarant Bobette*
 CITY PLANNER

OWNER STATEMENT

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

OWNER: *Debbarant Bobette*
 OWNER: *Debbarant Bobette*

SHOWY AND SUBSCRIBED TO, BEFORE ME THIS 7th DAY OF AUGUST 2023.

NOTARY PUBLIC, MY COMMISSION EXPIRES ON 08/10/24

SOURCE OF TITLE

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

DEED BOOK 3327 PAGE 651
 DEED BOOK 3327 PAGE 651
 DEED BOOK 3327 PAGE 651

SIGNED: *Debbarant Bobette*
 N.C. LICENSE NO. 1-1149

MAP FOR RECORD
 ARBOR HILLS SOUTH CLUSTER SUBDIVISION
 SECTION 2, PHASE 10 & 11

REFERENCE: DEED BOOK 3327, PAGE 65 OF PITT COUNTY REGISTER

GREENVILLE | SMOYLAND TOWNSHIP | PITT COUNTY | NORTH CAROLINA

CLIENT: BILL CLARK HOMES OF GREENVILLE, LLC
 ADDRESS: 200 EAST ARLINGTON BLVD. SUITE A GREENVILLE, NC 27658
 PHONE: (252) 355-5805

STROUD ENGINEERING, P.A.
 107-B CAMARQUE STREET
 GREENVILLE, NC 27658
 LICENSE NO. C-6847

SURVEYED: 08/07/23
 DRAWN: M.B.
 CHECKED: 08/08/23
 APPROVED: D.B.
 DATE: 07/28/2023
 SCALE: 1" = 100'



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Resolution and Deed of Release for Abandonment of a 10' Wide Electrical Easement Across Tax Parcel No. 73527

Explanation: The owner of Tax Parcel No. 73527 is Coastal Plains Shooting Academy, LLC, and the owner is requesting that the City of Greenville for the use and benefit of Greenville Utilities Commission abandon a 10' wide Electrical Easement which lies between Lot 6 and Lot 13. Lot 6 and Lot 13 of this parcel are being recombined into one lot to allow for construction of the Coastal Plain Shooting Academy.

At its December 21, 2023 regular meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting the City Council of the City of Greenville, North Carolina to abandon such 10' wide Electrical Easement across Tax Parcel No. 73527 and execute a resolution and Deed of Release in favor of the current owner.

Fiscal Note: No costs to the City.

Recommendation: Authorize the execution of the Resolution and Deed of Release

ATTACHMENTS

- [Resolution \(Coastal Plain Shooting Academy - Tax PN 73527\).pdf](#)
- [Deed of Release \(Coastal Plain Shooting Academy - Tax PN 73527\).pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A TEN FOOT (10') WIDE ELECTRICAL EASEMENT HERETOFORE GRANTED TO THE CITY OF GREENVILLE FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION, PER MAP BOOK 67 AT PAGE 121, PITT COUNTY PUBLIC REGISTRY, AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained an Electrical Easement from Collice C. Moore across Tax Parcel No. 73527 per Map Book 67 at Page 121, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Coastal Plain Shooting Academy, LLC, desires to recombine Lot 6 and Lot 13 of Tax Parcel No. 73527 to allow for construction of the Coastal Plain Shooting Academy and has requested that the City of Greenville, North Carolina, and Commission abandon the ten foot (10') wide Electrical Easement; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission therefore desires to abandon such ten foot (10') wide Electrical Easement; and

WHEREAS, the current owner of such property, Coastal Plain Shooting Academy, LLC, has requested that the City of Greenville, North Carolina, and Commission acknowledge the abandonment and release of such ten foot (10') wide Electrical Easement; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release such ten foot (10') wide Electrical Easement, which is shown on Exhibit "A" and Exhibit "B" as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

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

Section 1. That the City Council of the City of Greenville, North Carolina, does hereby abandon such ten foot (10') wide Electrical Easement heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 67 at Page 121, Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Coastal Plain Shooting Academy, LLC, 1603 Longwood Drive, Greenville, North Carolina 27858, or the then current owner of the subject property encumbered by such ten foot (10') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such ten foot (10') wide Electrical Easement, which is shown as to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

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

This the _____ day of _____, 2024.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2024.

Present: _____

Absent: _____

Also Present: _____

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

Ayes: _____

Noes: _____

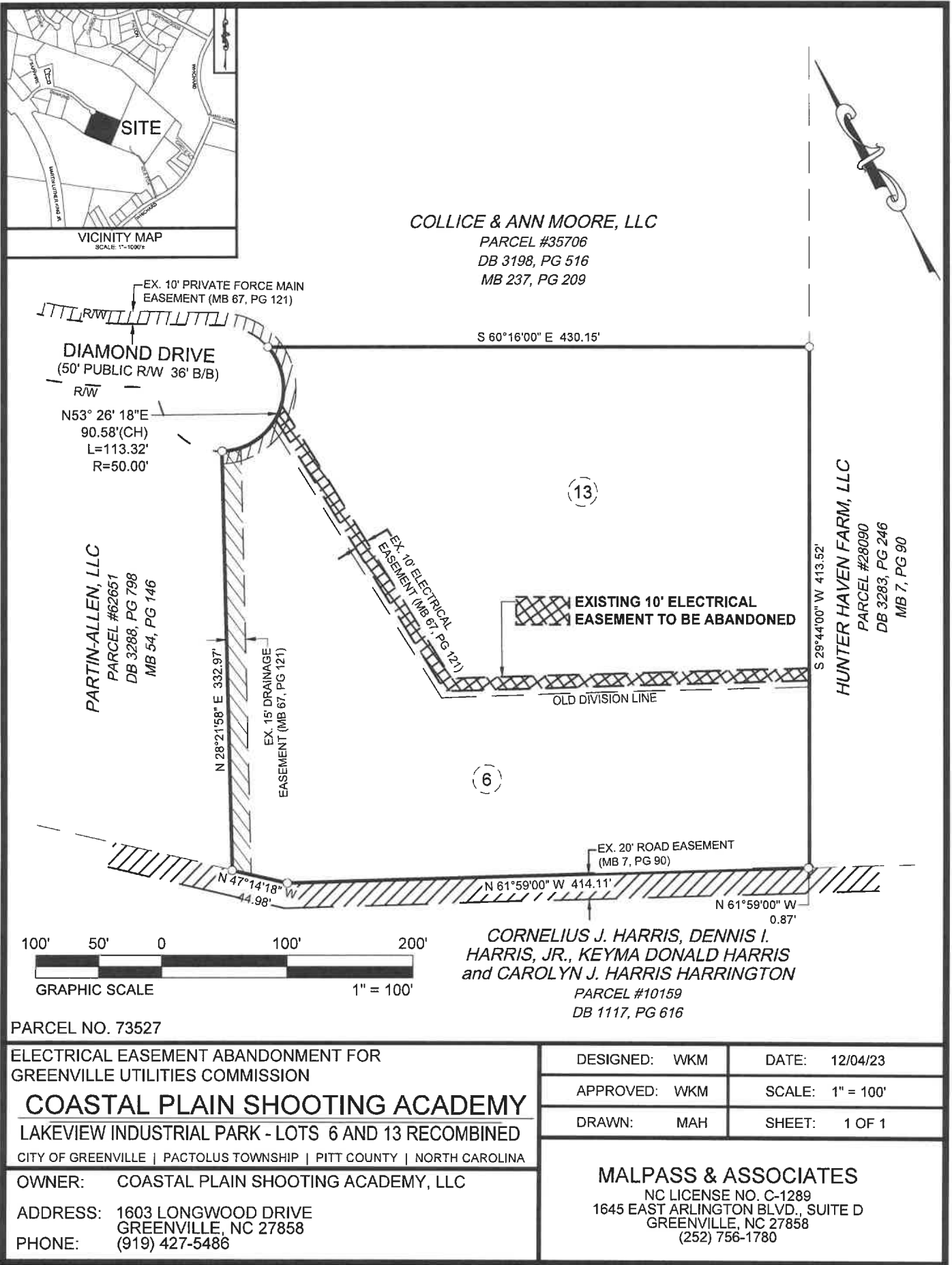
* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2024 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2024.

City Clerk

[SEAL]



PARCEL NO. 73527

ELECTRICAL EASEMENT ABANDONMENT FOR
GREENVILLE UTILITIES COMMISSION

COASTAL PLAIN SHOOTING ACADEMY

LAKEVIEW INDUSTRIAL PARK - LOTS 6 AND 13 RECOMBINED

CITY OF GREENVILLE | PACTOLUS TOWNSHIP | PITT COUNTY | NORTH CAROLINA

OWNER: COASTAL PLAIN SHOOTING ACADEMY, LLC

ADDRESS: 1603 LONGWOOD DRIVE
GREENVILLE, NC 27858

PHONE: (919) 427-5486

DESIGNED: WKM	DATE: 12/04/23
APPROVED: WKM	SCALE: 1" = 100'
DRAWN: MAH	SHEET: 1 OF 1

MALPASS & ASSOCIATES
NC LICENSE NO. C-1289
1645 EAST ARLINGTON BLVD., SUITE D
GREENVILLE, NC 27858
(252) 756-1780

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Wed, Dec 06, 2023-2:50pm

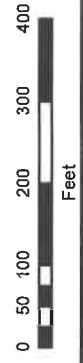


Diamond Dr.

**Existing Electrical easement
10' in width to be abandoned**

Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**Coastal Plain Shooting Academy
Easement to be Abandoned
Pitt Co., NC**



Date Created: 12/6/2023
Created By: GDS
Requested By: Debra Miller



Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
Phone: (252) 752-7166
Fax: (252) 329-2172

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities Commission
Post Office Box 1847
Greenville, NC 27835

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day of _____, 2024, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Coastal Plain Shooting Academy, LLC, 1603 Longwood Drive, Greenville, North Carolina 27858, party of the second part (hereinafter called GRANTEE).

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously received ten foot (10') wide Electrical Easement from Collice C. Moore per Map Book 67 at Page 121, Pitt County Public Registry, across property commonly known as Tax Parcel No. 73527; and

WHEREAS, the current owner of such property, Coastal Plain Shooting Academy, LLC, desires to recombine Lot 6 and Lot 13 of Tax Parcel No. 73527 to allow for construction of the Coastal Plain Shooting Academy and has requested that the City of Greenville, North Carolina, and Commission abandon the ten foot (10') wide Electrical Easement; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission therefore desires to abandon such ten foot (10') wide Electrical Easement; and

WHEREAS, the current owner of such property, Coastal Plain Shooting Academy, LLC, has requested that the City of Greenville, North Carolina, and Commission acknowledge the abandonment and release of such ten foot (10') wide Electrical Easement; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release such ten foot (10') wide Electrical Easement, which is shown on Exhibit "A" and Exhibit "B" as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such ten foot (10') wide Electrical Easement, which is shown on Exhibit "A" and Exhibit "B" as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, such ten foot (10') wide Electrical Easement as shown on Exhibit "A" and Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof; and

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge, and forever quitclaim unto Coastal Plain Shooting Academy, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR's rights, title, and interest in and to such ten foot (10') wide Electrical Easement, which

is shown on Exhibit "A" and Exhibit "B" as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

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

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

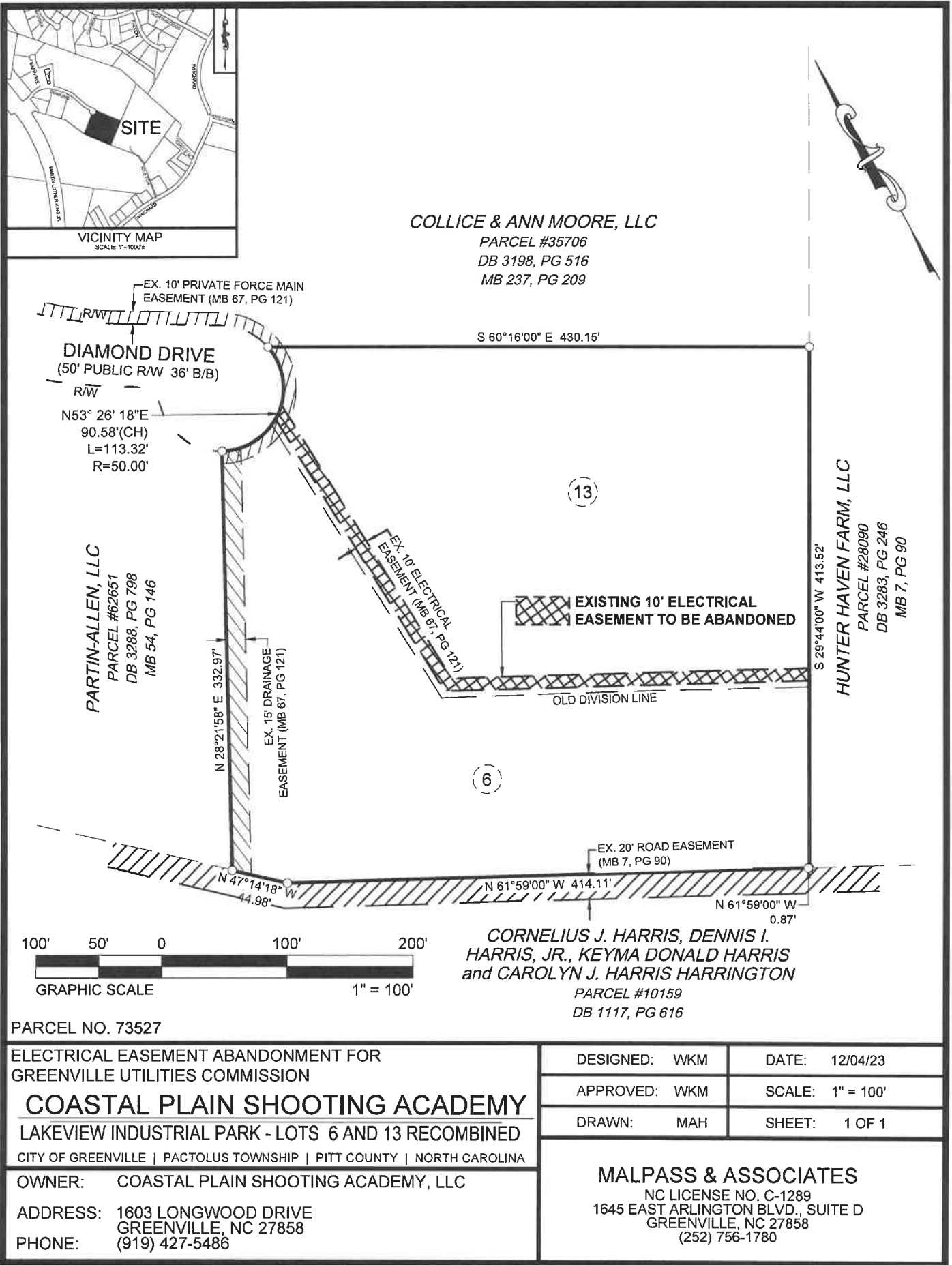
NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that VALERIE P. SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____



PARCEL NO. 73527

ELECTRICAL EASEMENT ABANDONMENT FOR
GREENVILLE UTILITIES COMMISSION

COASTAL PLAIN SHOOTING ACADEMY

LAKEVIEW INDUSTRIAL PARK - LOTS 6 AND 13 RECOMBINED

CITY OF GREENVILLE | PACTOLUS TOWNSHIP | PITT COUNTY | NORTH CAROLINA

DESIGNED: WKM	DATE: 12/04/23
APPROVED: WKM	SCALE: 1" = 100'
DRAWN: MAH	SHEET: 1 OF 1

OWNER: COASTAL PLAIN SHOOTING ACADEMY, LLC

ADDRESS: 1603 LONGWOOD DRIVE
GREENVILLE, NC 27858

PHONE: (919) 427-5486

MALPASS & ASSOCIATES
NC LICENSE NO. C-1289
1645 EAST ARLINGTON BLVD., SUITE D
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W:\dgn\p1300-p1399\p-1310. Coastal Plains Shooting Academy, Bradley Williams\p1310_EasementAbandonment.dwg
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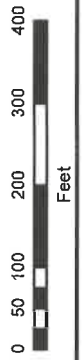


Existing Electrical easement
10' in width to be abandoned

Diamond Dr.

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Coastal Plain Shooting Academy Easement to be Abandoned Pitt Co., NC

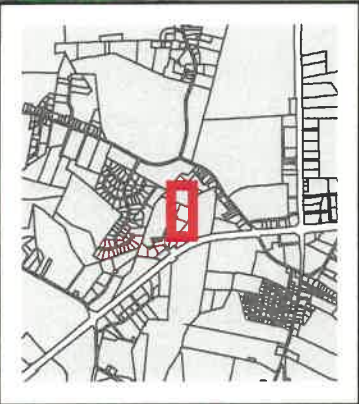


Date Created: 12/6/2023

Created By: GDS

Requested By: Debra Miller

Greenville Utilities
P.O. Box 1847
Greenville, NC 27835
Phone: (252) 752-7166
Fax: (252) 329-2172



RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A TEN FOOT (10') WIDE ELECTRICAL EASEMENT HERETOFORE GRANTED TO THE CITY OF GREENVILLE FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION, PER MAP BOOK 67 AT PAGE 121, PITT COUNTY PUBLIC REGISTRY, AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained an Electrical Easement from Collice C. Moore across Tax Parcel No. 73527 per Map Book 67 at Page 121, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Coastal Plain Shooting Academy, LLC, desires to recombine Lot 6 and Lot 13 of Tax Parcel No. 73527 to allow for construction of the Coastal Plain Shooting Academy and has requested that the City of Greenville, North Carolina, and Commission abandon the ten foot (10') wide Electrical Easement; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission therefore desires to abandon such ten foot (10') wide Electrical Easement; and

WHEREAS, the current owner of such property, Coastal Plain Shooting Academy, LLC, has requested that the City of Greenville, North Carolina, and Commission acknowledge the abandonment and release of such ten foot (10') wide Electrical Easement; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release such ten foot (10') wide Electrical Easement, which is shown on Exhibit "A" and Exhibit "B" as to be abandoned, which are attached hereto and made a part hereof, and which are hereby incorporated by reference.

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

Section 1. That the City Council of the City of Greenville, North Carolina, does hereby abandon such ten foot (10') wide Electrical Easement heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 67 at Page 121, Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Coastal Plain Shooting Academy, LLC, 1603 Longwood Drive, Greenville, North Carolina 27858, or the then current owner of the subject property encumbered by such ten foot (10') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such ten foot (10') wide Electrical Easement, which is shown as to be abandoned on Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof.

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

This the _____ day of _____, 2024.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2024.

Present: _____

Absent: _____

Also Present: _____

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

Ayes: _____

Noes: _____

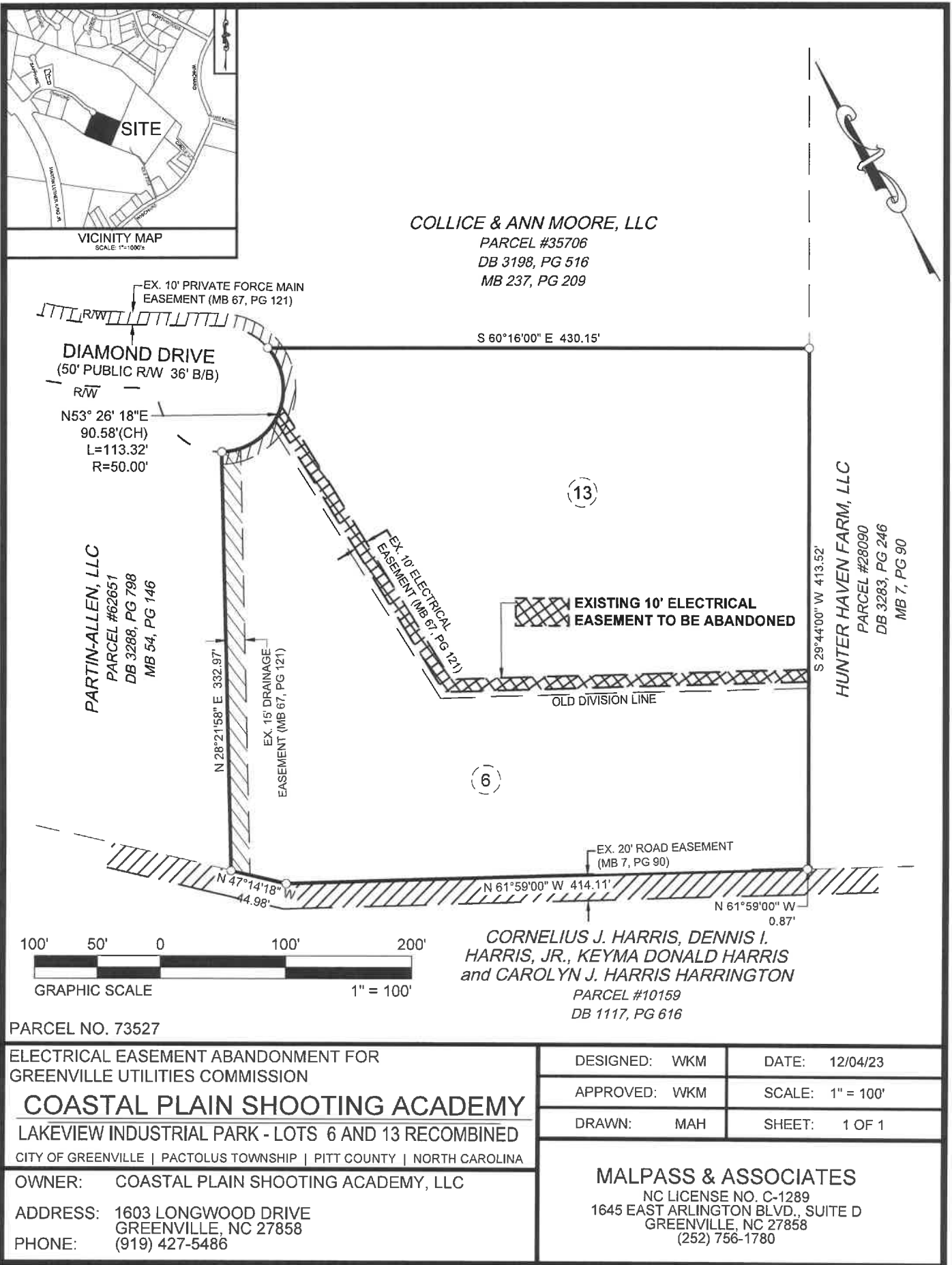
* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2024 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2024.

City Clerk

[SEAL]



PARCEL NO. 73527

ELECTRICAL EASEMENT ABANDONMENT FOR
GREENVILLE UTILITIES COMMISSION

COASTAL PLAIN SHOOTING ACADEMY

LAKEVIEW INDUSTRIAL PARK - LOTS 6 AND 13 RECOMBINED

CITY OF GREENVILLE | PACTOLUS TOWNSHIP | PITT COUNTY | NORTH CAROLINA

OWNER: COASTAL PLAIN SHOOTING ACADEMY, LLC

ADDRESS: 1603 LONGWOOD DRIVE
GREENVILLE, NC 27858

PHONE: (919) 427-5486

DESIGNED: WKM	DATE: 12/04/23
APPROVED: WKM	SCALE: 1" = 100'
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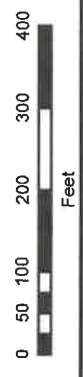
MALPASS & ASSOCIATES
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(252) 756-1780

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Wed, Dec 06, 2023-2:50pm



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Coastal Plain Shooting Academy Easement to be Abandoned Pitt Co., NC



Date Created: 12/6/2023
 Created By: GDS
 Requested By: Debra Miller



Greenville Utilities
 P.O. Box 1847
 Greenville, NC 27835
 Phone: (252) 752-7166
 Fax: (252) 328-2172



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Ordinance Adopting Greenville Utilities Commission's Capital Project Budget for the Whitehurst Station Water Main Extension Project

Explanation: The residents of the area of the County commonly known as Whitehurst Station do not have access to a public water system and depend on private wells to supply their water. In recent years those wells have had problems related to both water quantity, such as drying up and no longer producing adequate water, as well as water quality issues such as high iron levels. The entire area of need includes approximately 100 homes. The proposed project would provide water service to 18 of those homes with a water main constructed along Staton Mill Road from existing GUC facilities to Whitehurst Station.

Pitt County has allocated \$1,000,000 of American Rescue Plan Act (ARPA) funds towards the project. An agreement regarding appropriation of funds has been developed and approved by the Pitt County Board of Commissioners. Per the agreement, GUC will contribute up to \$300,000. The project is estimated to cost approximately \$1,200,000, and the capital project budget is proposed at \$1,300,000.

At its regular Board Meeting on December 21, 2023, the GUC Board of Commissions adopted the capital project budget in the amount of \$1,300,000 and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt attached ordinance.

ATTACHMENTS

[Ordinance - Whitehurst Station Water Main Extension Project.pdf](#)

ORDINANCE NO. 24-_____

WATER CAPITAL PROJECT BUDGET
Whitehurst Station Water Main Extension Project

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

Section 1. Revenues. Revenues of the Water Capital Project Budget, Whitehurst Station Water Main Extension Project, is hereby established to read as follows:

Revenue

Pitt County Grant	\$1,000,000	
Capital Projects Fund Balance	<u>300,000</u>	
Total Project Revenue		<u><u>\$1,300,000</u></u>

Section 2. Expenditures. Expenditures of the Water Capital Project Budget, Whitehurst Station Water Main Extension Project, is hereby established to read as follows:

Expenditures

Project costs	<u>\$1,300,000</u>	
Total Project Expenditures		<u><u>\$1,300,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the ___ day of _____, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Ordinance Amending and Reimbursement Resolution for Greenville Utilities Commission's Capital Project Budget for Wastewater Treatment Plant Clarifier Project

Explanation: Greenville Utilities Commission's Wastewater Treatment Plant (WWTP) lost the use of one of its clarifiers due to buckling of the structurally compromised concrete floor from buoyant forces on the bottom of the tank. The failed clarifier is almost a 40-year-old asset that was constructed in 1984 and had been properly maintained since installation. The WWTP has a total of 5 clarifiers that are critical components in the treatment of wastewater entering the plant and serve the purpose of removing solids and clarification of the waste stream during the treatment process. The loss of one clarifier represents a reduction of approximately 20% of the wastewater treatment capacity of the WWTP. This loss of treatment capacity may not only affect the plant's ability to service existing wastewater customers but could have an influence on accommodating growth and industrial recruitment as well. The NC Division of Environmental Quality advised GUC to proceed with restoration of lost capacity as soon as possible.

GUC's WWTP has two separate, parallel biological treatment processes referred to as the North Plant (original 1985 construction) and South Plant (1998 plant expansion). This proposed project will include the construction of two new 125-diameter secondary clarifiers at the South Plant to restore existing plant capacity as required by the State and allow GUC to provide more efficient wastewater treatment as the South Plant uses more up-to-date treatment technology than the North Plant. The additional clarifiers will also satisfy the recommendation from the WWTP Master Plan to construct additional clarifier capacity on the South Plant. The addition of two new clarifiers will provide the South Plant with the clarification capacity to better utilize both existing oxidation ditches to enhance biological nutrient removal.

This project includes the construction of two 125-foot diameter secondary clarifiers with associated equipment, a new RAS/WAS pump station, splitter and effluent control structures, scum pump station, associated site/civil improvements, and electrical and instrumentation / controls updates. GUC's engineering consultant, Brown and Caldwell, completed the design and produced bidding documents for this project. The project bid on November 14, 2023, and three bids were received with the low bidder being State Utility Contractors in the amount of \$16,193,000.00. All bids exceeded the project construction

budget. To move ahead with the project, it is necessary to amend the project budget from \$12,600,000 to \$20,000,000, which includes all engineering, construction, and a construction contingency. GUC received a \$4,500,000 grant from the U.S. Economic Development Administration (EDA) to partially fund this project.

At its regular Board Meeting on December 21, 2023, the GUC Board of Commissioners adopted the capital project budget amendment in the amount of \$7,400,000 and associated Reimbursement Resolution and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt attached ordinance and reimbursement resolution

ATTACHMENTS

- [Ordinance Amending WWTP Clarifier Replacement Project.pdf](#)
- [City Reimbursement Resolutions for WWTP Clarifier Replacement Project Amendment.pdf](#)

ORDINANCE NO. 24- _____
 CITY OF GREENVILLE, NORTH CAROLINA
 TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO. 23-041)
 WWTP Clarifier Replacement Project

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

<u>Revenues</u>	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
Long-Term Debt	\$ 8,100,000	\$ 7,400,000	\$ 15,500,000
EDA Grant	4,500,000	-	4,500,000
	<u>\$ 12,600,000</u>	<u>\$ 7,400,000</u>	<u>\$ 20,000,000</u>
 <u>Expenditures</u>			
Project Costs	<u>\$ 12,600,000</u>	<u>\$ 7,400,000</u>	<u>\$ 20,000,000</u>
	\$ 12,600,000	\$ 7,400,000	\$ 20,000,000

Section II. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section III. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2024.

 P. J. Connelly, Mayor

Attest:

 Valerie Shiuwegar, City Clerk

RESOLUTION NO. 24-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

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

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

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

WHEREAS, the Additional Improvements consist of a wastewater treatment plant clarifier replacement project; and

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

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

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

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

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

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$15,500,000.

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

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

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

Adopted this the ____ day of _____, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

Upon motion of Council member _____, seconded by Council member _____, the foregoing resolution was adopted by the following vote:

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on _____, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this ____ day of _____, 2024.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Resolution Declaring Police Canine Suny as Surplus and Authorizing His Disposition to Officer Nathan Lather

Explanation: The Greenville Police Department (GPD) plans to retire K-9 Suny, who has served at GPD for nine years. During Suny's career, he was able to locate over 30 violent criminals and over \$300,000 in illegal narcotics.

K-9 Suny and Officer Nathan Lather have been partners for nine years, and Officer Lather has expressed interest in caring for Suny for the remainder of his life. It has been the practice for many years to allow the handler to purchase the assigned K-9 upon retirement if the handler wishes to do so. Approval of the attached resolution declaring K-9 Suny as surplus and authorizing his disposition to Officer Lather will allow the purchase in accordance with North Carolina General Statutes relating to surplus property.

Fiscal Note: To meet the requirements of North Carolina General Statutes, Officer Nathan Lather will be charged \$1.00 to retain Suny.

Recommendation: Staff recommends approval of this resolution and transfer of K-9 Suny to Officer Nathan Lather for the remainder of his life.

ATTACHMENTS

[Suny.pdf](#)

RESOLUTION NO. _____-24
RESOLUTION DECLARING A POLICE CANINE AS SURPLUS
AND AUTHORIZING HIS DISPOSITION TO OFFICER NATHAN LATHER

WHEREAS, K-9 Suny, a police canine for the Greenville Police Department, has retired;

WHEREAS, K-9 Suny is ten (10) years old and has been in service with GPD for nine (9) years, which is the recommended service time for K-9s;

WHEREAS, Officer N. Lather has been K-9 Suny's handler for the last nine (9) years and has requested that Suny be released to his care for the remainder of Suny's life; and

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000) by private sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that K-9 Suny be and is hereby declared surplus to the needs of the City and is authorized to be conveyed to Officer Nathan Lather for one dollar (\$1.00).

This the ____ day of _____, _____

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Amendment #2 to Existing On-Call Engineering Services Agreement with The East Group

Explanation: The purpose of this proposed contract amendment is to incorporate guidelines related to Parks and Recreation Trust Fund projects that include design services under the existing On-Call Professional services contract #944 between the City of Greenville and The East Group dated September 09, 2021 (Amended May 08, 2023).

The specific project related to this contract amendment is for the design of improvements to Wildwood Park which is being funded partially with Parks and Recreation Trust Funds. Design is scheduled to be complete in the spring of 2024.

There is no fiscal impact for this amendment.

Fiscal Note: No fiscal impact

Recommendation: Approve Amendment #2 to the On-Call Engineering Services contract

ATTACHMENTS

[1189521_-2021_Engineering_On-Call_Amendment_for_PARTF_-_1_-_COG.pdf](#)

This is **EXHIBIT K**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 09-09, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 09/09/2021
- b. Owner: City of Greenville, NC
- c. Engineer: The East Group, P.A.
- d. Project: On-Call Engineering Services to the City of Greenville, NC for a period of 2 years from the effective date of the Agreement, which may be extended for an additional year by the Owner, in its sole discretion (“Project”)

2. *Description of Modifications:*

Grant Guidelines

The Consultant/Contractor agrees to perform the assigned services in compliance with guidelines established by the State of North Carolina for Parks and Recreation Trust Fund (PARTF) Projects. These guidelines shall apply to PARTF Projects performed under the existing On-Call Professional Services Contract #944 between the City of Greenville and The East Group dated: September 09, 2021 (Amended May 08, 2023).

Section I. Eligible Project Costs and Fiscal Management

- 1. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
- 2. Payment shall be made in accordance with the contract documents as described in the Scope of Work. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government

accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except those records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147- 64.7.

3. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards; and,
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

6. The Grantee agrees it provides a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart DJ).
7. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
9. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency, or ability in the use of any property or facility acquired or developed pursuant to this agreement.
10. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
2. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in

addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

The City of Greenville and The East Group hereby agree to modify the above referenced Agreement as set forth in this Addendum. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

5. Agreement Summary (Reference only)	
a. Original Agreement amount:	<u>\$500,000 not-to-exceed</u>
b. Net change for prior amendments:	<u>\$350,000</u>
c. This amendment amount:	<u>\$0</u>
d. Adjusted Agreement amount:	<u>\$850,000 not-to-exceed</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

City of Greenville, NC

The East Group, P.A.

By: P. J. Connelly

By: _____

Title: Mayor

Title: _____

Date Signed: _____

Date Signed: _____

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



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Contract award for the development of the 2050 Metropolitan Transportation Plan

Explanation: The Greenville Urban Area Metropolitan Planning Organization (GUAMPO) is required to update its long-range transportation plan titled the Metropolitan Transportation Plan (MTP) every five (5) years in compliance with Federal and State regulations. The MTP has a planning horizon of twenty-five (25) years and is created and maintained by GUAMPO as part of its ongoing transportation planning processes. As per federal regulation 23 CFR 450, the update is done to align with the “3 C’s” of planning as defined in federal law: continuous, cooperative, and comprehensive. GUAMPO is seeking professional services to ensure that the development and adoption of the MTP main planning document is completed by the federal deadline of July 10, 2024. The MTP will follow the “3 C’s” approach by implementing strategies, services, and projects that address the following factors as defined in 23 CFR 450. 306:

1. Support the economic vitality of the metropolitan area with emphasis on competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized/non-motorized users;
3. Increase the security of the transportation system for motorized/non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhancement of travel and tourism.

In addition to the above factors, performance-based planning has been mandated at the State and planning organization levels. The North Carolina Department of Transportation (NCDOT) has released sets of performance measures that must be incorporated in the 2050 MTP. These performance measures include:

- Safety
- Pavement and Bridge Condition
- Congestion Mitigation & Air Quality (CMAQ), Freight, System Performance, and Reliability
- Transit Asset Management
- Greenhouse Gas Reduction

In the summer of 2023, GUAMPO staff met with members of NCDOT and the Federal Highway Administration (FHWA) to discuss the planned update of the 2019-2045 MTP. They agreed that the MPO should hire a professional engineering and planning services firm to develop the mandated update. This update will include new legislation, such as the Bipartisan Infrastructure Law (IIJA), which will allow for new opportunities for funding projects given cost increases and changes in funding sources.

MPO staff developed a request for letters of interest (RFLOI) for services to update the MTP, as per the NCDOT's Procurement of Consultant Services by MPOs' regulations. GUAMPO released the RFLOI on October 20, 2023. After a twenty-one (21) day advertisement, proposals were received and opened on November 13, 2023. The Selection Committee, comprised of a representative from the MPO's jurisdictional members, convened on November 17, 2023, to evaluate all proposals received in accordance with the process outlined in the RFLOI. After the evaluation process, Kimley-Horn was recommended by the Selection Committee for the award of a professional services contract (Attachment 1) to develop the Greenville Urban Area 2050 MTP.

The 2050 Metropolitan Transportation Plan (MTP) process is estimated to take nine (9) months to complete. This process will require some data analysis and public engagement in order to link improvement recommendations to community vision and needs.

Fiscal Note:

The fee for the 2050 MTP is set as not to exceed \$171,372. The cost to develop the 2050 MTP is subject to an eighty/twenty (80/20) split between the MPO and the jurisdictional members of the MPO. Greenville's percentage is approximately 12.7% or \$21,764.24 of the cost according to the Greenville Urban Area MPO's Memorandum of Understanding (MOU) and bylaws as adopted in 2013.

Recommendation:

Pursuant to Federal requirements, it is recommended that the City of Greenville City Council, acting as the Lead Planning Agency (LPA) of the Greenville Urban Area Metropolitan Planning Organization (GUAMPO), approve the selection of Kimley-Horn and enter into a contract with a not to exceed amount of \$171,372 pending review and concurrence by NCDOT's Office of Inspector General.

ATTACHMENTS

- [Attachment 1 Greenville MPO 2050_MTP.pdf](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

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

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

City of Greenville, NC _____ (“Owner”) and

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

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

Greenville Urban Area Metropolitan Planning Organization 2050 Metropolitan Transportation Plan (MTP)

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

Creation of MTP document by federal adoption deadline of July 10, 2024, including analysis, reporting, stakeholder engagement, meeting facilitation, etc.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. Unless as otherwise required by or in compliance with controlling North Carolina law, including but not limited to the North Carolina Public Records Act, all Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the

Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer, unless as otherwise required by or in compliance with controlling North Carolina law, including but not limited to the North Carolina Public Records Act; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.
- F. Unless as otherwise required by or in compliance with controlling North Carolina law, including but not limited to the North Carolina Public Records Act, if Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver ~~to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall ~~contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.~~
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all undisputed services performed or furnished in accordance with this Agreement and all undisputed Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to

invoice Owner and to payment of a reasonable amount for undisputed services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the laws of the state or jurisdiction in which the Project is located State of North Carolina.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. ~~Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, officials (elected and non-elected), directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages, including attorneys' fees, arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. *Indemnification by Owner:* ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- ~~D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Other Provisions:*

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- B. Venue. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of North Carolina in Pitt County, North Carolina. Each Party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.
- C. E-Verify Requirements. Each Party shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if any Party utilizes a subcontractor, the said Party shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Each Party represents that it, and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- D. Signatures. As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic

signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either party or party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement. Accordingly, 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.

[The Remainder of this Page is Left Blank Intentionally]

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Greenville

Engineer:
Kimley-Horn and Associates, Inc.

By: P. J. Connelly

By: Richard C. Adams, P.E.

Title: Mayor

Title: Principal

Date

Date

Signed:

Signed:

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

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

Kimley-Horn and Associates, Inc.

Greenville, NC

421 Fayetteville Street, Suite 600

27834

Raleigh, NC 27601

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Eliud De Jesus

Kristina Whitfield, P.E., AICP

Title: Transportation Planner,
MPO Coordinator

Title: Project Manager

Phone Number: 252-329-4476

Phone Number: 919-677-2156

E-Mail Address: edejesus@greenvillenc.gov

E-Mail Address: kristina.whitfield@kimley-horn.com

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

DATE: _____

CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

DATE: _____

Account Number _____
Project Code (if applicable) _____

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

Task 1: Project Management

1.1 Bi-Weekly Coordination

Kimley-Horn and Associates will prepare for and facilitate bi-weekly progress meetings (virtually) for coordination and review of project status.

1.2 Project Schedule and Work Plan

Kimley-Horn and Associates will prepare a draft schedule and work plan for specific work tasks, interim and final deliverables, and quality control reviews. The draft will be presented for discussion at the project kick-off meeting. Based on this discussion, Kimley-Horn and Associates will make revisions and submit a final project schedule and work plan.

1.3 Data Needs Memorandum

Kimley-Horn and Associates will create a data needs request memorandum that lists technical data (e.g., GIS data) and applicable documents (e.g., previous plans, local ordinances, approved developments). The City of Greenville will be responsible for assembling and transmitting the data to Kimley-Horn and Associates. If needed, Kimley-Horn and Associates will reach out to resource agency partners to gather current data for use in the planning process.

1.4 Progress Statements

Kimley-Horn and Associates will prepare progress statements. Progress statements will be organized by task and provide a bulleted list of recent activities and a percent complete. The progress statements will be included with a copy of each month's invoice.

1.5 Plan Update Presentations

Kimley-Horn and Associates will prepare material for and present to the Greenville Urban Area MPO TCC and TAC. Kimley-Horn and Associates will present to the TCC up to two (2) times and the TAC up to two (2) times. It is envisioned that the timing of these presentations roughly correlates with the content outlined for the Steering Committee. Plan adoption meetings will be included as part of this total. One (1) member of Kimley-Horn and Associates team is assumed to attend each meeting. The mid-point meeting will be attended virtually by Kimley-Horn and Associates, and the adoption meetings will be attended in person.

Task 2: Community Involvement

2.1 Public Involvement Plan

Kimley-Horn and Associates will develop a Public Involvement Plan (PIP) to describe the process for providing involvement opportunities in accordance with the City of Greenville's Public Participation Plan (PPP). The PIP will include a discussion of how engagement with EJ communities can occur within the community involvement activities outlined in this scope. The PIP will outline a process to report and address comments received during the community involvement process. The PIP will be summarized in a brief memorandum that will be presented to the City of Greenville for review and approval.

2.2 Steering Committee Meetings

The City of Greenville will select individuals for inclusion on a Steering Committee. The Steering Committee will meet up to four (4) times, with meetings held concurrently or consecutively with other outreach events when possible. Kimley-Horn and Associates will coordinate with the City of Greenville on the date, time, and venue. Kimley-Horn and Associates will notify the Steering Committee of the meeting, facilitate the meeting, and summarize the outcome. Steering Committee meetings may be held virtually if that format is agreed upon by the City of Greenville and Kimley-Horn and Associates .

2.3 Stakeholder Interviews

Kimley-Horn and Associates will work with the City of Greenville to identify individuals and small groups that should be included in the stakeholder interviews. Up to five (5) 90-minute interviews will be scheduled. Stakeholder meetings will be held virtually, unless coordinated to occur on the same day as a steering committee meeting or regional pop-up event.

2.4 Online Survey

Kimley-Horn and Associates will create one (1) online survey to be distributed in accordance with the schedule outlined in the Public Involvement Plan. Kimley-Horn and Associates will create an abstract that describes the purpose and intent of the survey, including recommended platform (e.g., MetroQuest, SurveyMonkey), initial survey content, and development timeframe. Once the abstract is confirmed by the City of Greenville, Kimley-Horn and Associates will build a draft survey and provide a fully functioning demo to be reviewed by the City of Greenville. The City of Greenville will provide a single set of consolidated comments, and Kimley-Horn and Associates will provide a demo of the final draft survey prior to finalizing the survey. The survey will be provided in English and Spanish.

2.5 Regional Pop Up Events

Kimley-Horn and Associates will plan, organize, develop, and produce materials for two (2) phases of public engagement for the project to coincide with project visioning/existing conditions/project and needs identification (Phase 1) and prioritizing recommendations (Phase 2). Kimley-Horn and Associates anticipates that each phase will include one (1) Regional Pop Up Event. The in-person meetings for Phase 1 will be supported by an online survey (Task 2.4). Up to two (2) members of Kimley-Horn and Associates team will attend each pop-up event. The City of Greenville will identify potential venues for pop-up meetings. Kimley-Horn and Associates will prepare content for each meeting, assist the City of Greenville with facilitating the meetings, and summarize feedback.

2.6 Public Engagement Summary

Kimley-Horn and Associates will summarize feedback received during all phases of the public engagement process. Feedback from this process will be incorporated into all subsequent tasks of the MTP development and will be included as an appendix to the MTP.

Task 3: Existing Conditions Assessment

3.1 Existing Conditions Assessment

Kimley-Horn and Associates will update of the existing conditions content from the 2045 MTP. This will include an update to reflect relevant recommendations from local and regional plans completed following the adoption of the 2045 MTP. The federal planning emphasis factors will be considered as part of the existing conditions content. The draft Pitt County Comprehensive Transportation Plan (CTP 2.0) will be incorporated to include recommendations and the Planning and Environmental Linkages (PEL) components.

Other existing conditions content such as demographics, transportation conditions, community characteristics, and environmental conditions will be updated with the most currently available data. No new data is anticipated to be gathered as a part of this effort. The most updated regional travel demand model will be made available by NCDOT for use in this effort.

Kimley-Horn and Associates will assess and analyze the existing transportation network, including roadways, intersections and interchanges, sidewalks, bicycle facilities, trails, and transit service. The intent is to understand the quantity and quality of the existing network.

- **Roadway.** The assessment of existing roadway conditions will include a review of the results from the Regional Travel Demand Model and their implications for both base year and future year conditions.
- No modification of the base year or future year travel demand model is anticipated. Any modifications requested either to the socioeconomic data or traffic analysis zones (TAZs) would be considered additional services.
- **Bicycle, Pedestrian, and Transit.** Kimley-Horn and Associates will incorporate the existing conditions from the existing bicycle and pedestrian planning efforts, such as the MPO's Active Transportation Master Plan into the MTP process as well as any updated GIS data that may be available from the City of Greenville or NCDOT. Kimley-Horn and Associates will review existing transit service and any plans, policies, or programs in place and incorporate the relevant elements.
- **Freight, Rail, and Aviation.** Based on data made available by the City of Greenville, Kimley-Horn and Associates will review current freight operations in the region in an effort to identify bottlenecks, breakdowns, and future opportunities.
- **Safety and Security.** Through a review of available crash data and conversations with stakeholders, Kimley-Horn and Associates will identify safety concerns at the intersection and corridor levels.
- **ITS and Transportation Demand Management.** Kimley-Horn and Associates will review and document existing conditions and planned improvements to the region's ITS system and Transportation Demand Management procedures (if any).
- **Environmental Justice.** Kimley-Horn and Associates will leverage readily available data (including the most recent data available from the US Census or readily available state and local data sources) to create a transportation needs index and compare the identified need to historically disadvantaged populations (which may include persons of color, low-income households, limited English proficient individuals, persons 65 years of age and older, zero car households, low educational level attainment, and persons with disabilities) to identify priority areas. Indicators may include safety, walkability/bikeability, average job and destination access, and transit access. The crosswalk between the transportation needs and disadvantaged population will be combined to

create the EJ opportunities mapping. The environmental justice documentation will also integrate available health equity data from NCDHHS/NC DOT.

- **Land Use and Environment.** Using existing GIS data, Kimley-Horn and Associates will prepare an Environmental Features map. These features may include major streams/rivers, wetlands, prime farmlands, water supply watersheds, wildlife habitats, major community features, and open spaces. This information will be used during recommendations development and project prioritization to identify places in the study area that 1) should be avoided when possible or will require some form of mitigation, 2) are challenging or unconquerable obstacles to implementation, and 3) are assets that could be leveraged (i.e., riparian corridors ideal for greenways and trails).

Task 4: Needs Assessment and Multimodal Recommendations

The development of recommendations within the MTP will follow the '3 C's' approach by implementing strategies, services, and projects that address factors defined in 23 CFR 450.306.

4.1 Recommendations Development

Kimley-Horn and Associates will revisit the recommendations identified in the 2045 MTP data compiled during Task 3: Existing Conditions Assessment and feedback from the public engagement process to develop an updated series of multimodal recommendations. Multimodal recommendations will be documented using narrative, tables, and mapping. This process will consist of the following elements:

- **Existing plus committed projects** – Kimley-Horn and Associates will prepare a list of existing plus committed projects, highlighting projects completed or underway since the completion of the 2045 MTP.
- **Roadway corridor recommendations** – Kimley-Horn and Associates will update the roadway corridor recommendations identified in the 2045 MTP to arrive at a revised series of corridor recommendations that identify access management, roadway modernization, capacity addition, and new location facilities. Freight recommendations will be folded into the roadway corridor recommendations as appropriate.
- **Intersection recommendations** – Using available crash data and public feedback, Kimley-Horn and Associates will develop an intersection safety recommendations list. High-level proposed solutions will be identified for each location.
- **Transit** – Kimley-Horn and Associates will pull forward recommendations from GREAT Bus transit planning efforts and the Greenville Area Transit Integrated Mobility and Enhancement Plan to include within the MTP. No new independent transit recommendations are envisioned to be developed within the MTP.
- **Bike/ped** – Kimley-Horn and Associates will pull forward recommendations from the Greenville Urban Area Active Transportation Master Plan to include within the MTP. Minor new independent bicycle or pedestrian projects are envisioned within the MTP. New incidental bicycle and pedestrian projects may be added through changes to roadway recommendation.

Task 5: Prioritization

5.1 Project Prioritization

Kimley-Horn and Associates will revisit the current MTP prioritization process. Kimley-Horn and Associates will consider SPOT 7.0 prioritization requirements, the latest federal guidance, and public engagement feedback to develop a revised roadway project ranking methodology. The City of Greenville and the MTP Steering Committee will be asked for feedback on the draft methodology prior to its finalization. Following the development of a finalized methodology, Kimley-Horn and Associates will

prioritize roadway corridor and intersection recommendations identified during the needs assessment process. The prioritization methodology and results will be documented within the MTP.

Task 6: Financial Plan

Kimley-Horn and Associates will develop a financially constrained set of recommendations in accordance with 23 CFR part 450.324(f)(11)(i-viii). This task will include the following elements:

6.1 Revenues

Kimley-Horn and Associates will prepare an estimate of projected revenue sources through the lifetime of the plan. The intent is to identify and project reasonably available current and future funding sources for all travel modes. Kimley-Horn and Associates and City of Greenville will jointly determine what share of available revenues already has been committed or pledged to existing projects. Kimley-Horn and Associates will coordinate with the City of Greenville and NCDOT to obtain data needed for existing and projected revenues. An annual growth rate will be identified for projecting these revenues through the life of the MTP.

6.2 Cost Opinions

Kimley-Horn and Associates will develop planning level cost opinions for recommendations in each mode based on constructability, environmental and social characteristics/mitigation, and the proposed cross-section. The level of detail used in the preparation of the cost opinions will depend on the availability of data, and data sources will be approved by the City of Greenville prior to their use and documented by Kimley-Horn and Associates. Planning level construction cost opinions for recommended roadway, bicycle, and pedestrian improvements will be prepared using unit cost information (provided by the City of Greenville, NCDOT, or estimated from geographically similar areas) developed for the applicable transportation elements. Kimley-Horn and Associates will provide an opinion of cost percentages relative to engineering, design, and right-of-way provisions. Right-of-way percentages will be assessed using opinions of low, medium, and high values. This process will be generated in spreadsheet form, with the spreadsheet provided to the City of Greenville for use in future efforts. Coordination with the City of Greenville and NCDOT will occur to provide consistency and accuracy in the estimates.

Any opinions Kimley-Horn and Associates renders as to cost or revenue are preliminary and based on currently available information and the limited scope of services. Kimley-Horn and Associates cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. Actual costs of construction and actual revenue will differ from any projections made at this time.

6.3 Financially Constrained Plan

Kimley-Horn and Associates will compare the projected revenues with the project cost estimates to develop a financially constrained plan. The financially constrained plan will be developed in year of expenditure dollars. Kimley-Horn and Associates will document revenues, cost estimates, and financial constraint in an easy to use spreadsheet for use by the City of Greenville following development of the MTP. The final deliverable of this component will be a financially-constrained MTP that is based on an expectation of future transportation funding, as can reasonably be estimated based on information available at the time of the project.

6.4 Model Integration

The financially constrained plan projects will be incorporated into the regional travel demand model. No other modifications to the travel demand model (TAZ boundary modifications, socioeconomic data, etc.) will be undertaken as part of this task.

Task 7: Federal Compliance

7.1 Federal Compliance and System Performance Report

Kimley-Horn and Associates will prepare plan elements that satisfy compliance with relevant federal and state requirements. This includes the latest areas of focus introduced by the Infrastructure Investment and Jobs Act (IIJA) such as equity, transportation technology, equity, resilience, and carbon reduction.

Kimley-Horn and Associates will prepare a System Performance Report section of the MTP that contains the latest MPO-adopted performance measures and documents how the MPO is working towards achieving the performance targets and how the plan recommendations relate to them.

Task 8: Documentation

8.1 Summary Report

Kimley-Horn and Associates will develop a final report using the 2045 MTP as a starting point. Where appropriate, the narrative from this plan can be reused or adapted to fit the needs of the 2050 plan. New content developed as a part of this scope will be incorporated either using narrative, graphics, or mapping. Feedback obtained during the public engagement process will be documented and incorporated as appropriate into the plan's final recommendations. The final report will satisfy all federal transportation planning requirements.

Kimley-Horn and Associates will prepare a draft version of the MTP for consideration by the public, stakeholders, agency partners, and elected and appointed officials. The draft report will be made available for comment by all interested persons pursuant to the requirements included in the GUAMPO Public Involvement Plan. The City of Greenville will coordinate the public review period and, at its conclusion, will provide one set of consolidated comments based on all comments received.

Kimley-Horn and Associates will make necessary revisions to the public draft report based on consolidated public comments, in addition to technical comments made by the steering committee.

8.2 GIS Map Packages and Digital Files

Following acceptance of the final report, Kimley-Horn and Associates will compile technical data (e.g., spreadsheets, GIS map packages, TransCAD model files, and geodatabases) and digital files (report, images, graphics, and maps) for delivery via USB or ShareFile.

The final MTP will be furnished to the City of Greenville electronically in a file package consisting of the following deliverables:

- One (1) digital copy of the report and exhibits in Adobe format
- One (1) digital copy of the report in an editable Word format
- PDF copies of all system map(s) in the report
- All GIS layers and files associated with this MTP update

Task 9: Policy Review and Implementation Strategies

Kimley-Horn and Associates will develop a technical bulletin independent of the MTP. The technical bulletin will be a succinct graphically oriented document oriented for public and stakeholder use, not to

exceed 15 pages. The technical bulletin may focus on increasing safe and accessible transportation options. Implementation recommendations may include costs, policy guidance (particularly with regard to Complete Streets), and best practices for maximizing the bicycle and pedestrian networks in the jurisdictions.

Kimley-Horn and Associates will work with staff and the Steering Committee to incorporate many of the new Complete Streets requirements and guidance being issued by the NCDOT Integrated Mobility Division such as the Complete Streets Review Assessment, Evaluation Methodology, and Implementation Guide. A review of local policies/ordinances that are effective or could be strengthened and/or added to may also be included as an update to the recommendations of the technical bulletin. The policy review and implementation strategies will be appended to the final document after its adoption.

Kimley-Horn and Associates will create a summary PowerPoint for the City of Greenville to use to present to the TCC and TAC for the MTP amendments. The City of Greenville will be responsible for presenting the MTP amendments to the TCC and TAC for their consideration.

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

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

~~receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

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

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

~~A1.02 Preliminary Design Phase~~

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

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

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

~~A1.03—Final Design Phase~~

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

~~A1.04—Bidding or Negotiating Phase~~

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

- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

~~A1.05 Construction Phase~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

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

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

~~Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~

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

~~point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~

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

~~19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06 *Post-Construction Phase*~~

~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
{Here list any such tasks or deliverables}~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- C. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types as set forth in **Exhibit A, Attachment 2**.
1. Unspecified Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

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

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

- ~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
 - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
 - ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services - Lump Sum Method of Payment

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

1. A total lump sum amount **\$171,372.00** based on the following estimated distribution of compensation.

See detailed NCDOT Manday Estimate spreadsheet for detailed hours by task.

2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum amount includes compensation for Engineer’s services and services of Engineer’s Consultants. The Lump Sum amount accounts for labor, overhead, profit, and reimbursable expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
5. Period of Service: The compensation amount stipulated in the Compensation Packet BC-1 is conditioned on a period of service that begins upon receipt of signed contract and will end when the Final Design is completed. If such period of service is extended, the compensation amount for the Engineer’s services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Additional Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. Lump Sum amounts as identified below based on the following compensation:

- a. \$ _____
- b. \$ _____
- c. \$ _____
- d. \$ _____
- e. \$ _____

~~2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.~~

3. The Lump Sums include compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum costs included in Paragraph C2.05.A.1 to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amounts billed for Engineer’s Additional Services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amounts stipulated in Paragraph C2.05.A.1 are conditioned on the period of service as identified in Paragraph C2.01.A.5. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. ~~The Standard Hourly Rates apply only as specified in Article C2.~~

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are reflective of those approved by NCDOT within the Consultant Rate System:

Kimley-Horn and Associates

Classification	Employee Name	Raw Rate
Project Director	(AF) Allison Fluitt	\$87.22
Project Manager	(KW) Kristina Whitfield	\$54.58
Transportation Planner I	(MM) Mary Kate Morookian	\$52.60
Transportation Planner II	(SC) Starla Couso	\$41.60
Transportation Planner II	(SB) Samantha Borges	\$42.70
Transportation Planning Analyst	(WA) Will Anderson	\$32.22
Transportation Engineering Supervisor	(TP) Tim Padgett	\$82.46
Transportation Engineering Supervisor	(EL) Everett Loving	\$53.22
Transportation Engineering Supervisor	(JW) Jonathan Whitehurst	\$74.68
Transportation Planner I	(NH) Nathaniel Heyward	\$51.94

Overhead: 190.79%

Fee: 9.00%

Cost of Capital: 0.4500%

Amplify Consulting, LLC

Classification	Employee Name	Fully Loaded Rate
Public Inv. Eng. (E-A)	(CE) Christine Edwards	\$150.00

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

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

2. ~~By Owner:~~

a. ~~Workers' Compensation:~~ _____ ~~Statutory~~

b. ~~Employer's Liability~~ —

- 1) ~~Each Accident~~ _____ \$ _____
- 2) ~~Disease, Policy Limit~~ _____ \$ _____
- 3) ~~Disease, Each Employee~~ _____ \$ _____

c. ~~General Liability~~ —

- 1) ~~General Aggregate:~~ _____ \$ _____
- 2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ _____ \$ _____

d. ~~Excess Umbrella Liability~~ _____`

- 1) ~~Each Occurrence:~~ _____ \$ _____
- 2) ~~General Aggregate:~~ _____ \$ _____

e. ~~Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~

Each Accident:

\$ _____

f. ~~Other (specify):~~ _____ \$ _____

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

Special Provisions

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

Federal Requirements

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

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

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

Access to Records

The following accesses to records requirements apply to this contract:

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

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

Changes

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

Termination for Convenience (General Provision)

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

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Equal Opportunity

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

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

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Energy Conservation

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

Suspension and Debarment

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

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

Suspension and Debarment Certification

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

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

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

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

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

Title VI Nondiscrimination

Purpose

The purpose of this section is to comply with Federal Requirements under United States Department of Transportation Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21 and 23 CFR part 200. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

a. NCDOT Title VI Assurance (1050.2A, Appendix A & E)

1. 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:

- a. **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, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.
- c. **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.
- d. **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 FHWA 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 FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

e. **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 FHWA may determine to be appropriate, including, but not limited to:

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

f. **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 FHWA 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.

2. 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).

b. NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the United States Department of Transportation that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- I. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (USDOJ Title VI Legal Manual, VI(F))*
- II. Subrecipients (e.g., cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7))*
- III. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))*

4. Incorporation of Provisions:

The CONSULTANT will include the provisions of paragraph 6.12 of this AGREEMENT in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The CONSULTANT or subconsultant will take such

action with respect to any subcontract, procurement or leases as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONSULTANT become involved in, or is threatened with litigation with a subconsultant, or lessor as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY, and in addition, the CONSULTANT may request the State of North Carolina and United States to enter into such litigation to protect the interests of the United States. The CONSULTANT shall advise the CITY, State of North Carolina and United States in writing of such potential or actual litigation. However, the CITY, State of North Carolina and United States are not required to enter into such litigation by law. The CONSULTANT shall be responsible for paying all litigation expenses, including but not limited to attorneys fees and costs, incurred by the CITY, State of North Carolina and United States defending such litigation.

5. For contracts and subcontracts of amounts in excess of \$100,000.00, the CONSULTANT or subconsultant will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), U.S. Presidential Executive Order 11738, and U.S. Environmental Protection Agency (EPA) regulations, which prohibit, under nonexempt Federal contracts, grants or loans, the use of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant will report violations to the grantor agency and to the U.S. Environmental Protection Agency, U.S. Assistant Administrator for Enforcement.

Disadvantaged Business Enterprises

(a) Policy

It is the policy of the CITY that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds.

The CITY is committed to its annual aspirational goal(s) set on all federally-assisted and state funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the CONSULTANT is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant participation on all contracts and supplemental agreements.

(b) Obligation

In compliance with *Title VI, 23 CFR 200, 230, 635, 117 (d) and (e) and 49 CFR Parts 21 and 26*, the CONSULTANT and subconsultant shall not

discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this contract. Failure by the CONSULTANT to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the North Carolina Department of Transportation deems necessary.

(c) Reporting Participation

When payments are made to subconsultants, including material suppliers, firms at all levels (CONSULTANT, subconsultant or subfirm) shall provide the Contract Administrator with an accounting of said payments. This accounting shall be furnished to the Contract Administrator for any given month, by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved CONSULTANT from the pre-qualified list or the removal of other entities from the approved subconsultants list. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the CONSULTANT has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed.

A responsible fiscal officer of the payee CONSULTANT, or subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/her signature. This information shall be submitted as part of the requests for payments made to the North Carolina Department of Transportation. A copy of the Form DBE-IS may be found on the NCDOT website.

Small Professional Services Firms

(a) Program

The Small Professional Services Firm (SPSF) Program was developed to provide consultant opportunities for firms that meet the eligibility criteria to compete against other consultant firms that are comparably positioned in their industries.

The CITY and North Carolina Department of Transportation is committed to providing contractual opportunities to qualified firms and believes that the total quality of a professional or specialized services team is enhanced by the inclusion of qualified subconsultants.

The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for

small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

Participation credit cannot be counted unless the firm is certified as a SPSF at the time a letter of interest is submitted for the proposed work.

A firm certified as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and/or Women's Business Enterprise (WBE) may automatically be certified, based on North American Industrial Classification System (NAICS) code classification, as an SPSF and does not need to obtain further SPSF certification.

(b) Replacement of SPSF contractors

The Prime Consultant must not terminate a SPSF listed in the Consultant's Letter of Interest, for convenience and then perform the work of the terminated subcontract with its own forces, or those of an affiliate, without the Department's prior written consent.

When a SPSF subconsultant is terminated or fails to complete its work on the contract for any reason, the Department encourages the Prime Consultant to make an earnest effort to find another SPSF subconsultant to substitute for the original SPSF. These efforts shall be directed at finding another SPSF to perform at least the same amount of work under the contract as the SPSF that was terminated.

(c) Counting SPSF Participation toward meeting the proposed SPSF Utilization

If a Firm is determined to be an eligible SPSF Firm and certified by the Department, the total dollar value of the participation by the SPSF will be counted toward the utilization. The total dollar value of participation by a certified SPSF will be based upon the value of work actually performed by the SPSF and the actual payments to SPSF Firms by the Consultant.

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

4. *Background Data:*

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

5. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Request for Public Art on Public Property - DownEast Sculpture Exhibition

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

Placement for the sculptures have been proposed at the following locations:

- Reade/Cotanche
- Town Common
- Jarvis St. Access
- Stancil Dr. Access
- Harding Access

At the December 14, 2023, City Council Meeting, Holly Garriott, Executive Director of the Pitt County Arts Council at Emerge, presented the five (5) sculptures recommended for temporary placement on City property.

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, which has been approved in the FY 2023-2024 City budget.

Recommendation: Approve the recommendations for the placement of the specified sculptures at the designated locations.

ATTACHMENTS

[DownEast_2024_COG_PCAC_Recommendations.pdf](#)





Adam Walls

"Radial"

Steel and wood

8'x4'x8'

Location: Reade/Cotanched



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: 01/08/2024

-
- Title of Item:** Contract Award for Construction of New Greenville Gateway Sign
- Explanation:** The process for a new gateway sign coming into Greenville from the west on I-587 / US 264 began several years ago when plans for the widening of Allen Road meant that the gateway sign near the intersection of Stantonsburg Road and Allen Road would need to be removed. In March 2022, City Council selected a preferred design. Since that time, the City has worked with NCDOT on removal of the old sign and a right-of-way encroachment agreement for the new gateway sign location.
- The City advertised construction services for the Greenville Gateway Sign on July 14, 2023 with a bid opening date of August 10, 2023. All bids received exceeded the allotted budget. Staff chose to readvertise the project with City staff performing traffic control, all site work, and landscaping. The readvertise date was November 3, 2023, with a bid opening date on November 30, 2023.
- On November 30, 2023, staff received three (3) proposals in response to the invitation to bid. Hudson Brothers Construction Company was the lowest responsible, responsive bidder. The scope of work will include fabrication and installation of the new sign, electrical and related accessories, as well as the concrete foundation.
- The contract will begin upon issuance of a Notice to Proceed, and the contractor will have 150 calendar days to complete all work within the scope.
- Fiscal Note:** The City will enter into a contract with Hudson Brothers Construction Company in the amount of \$261,000.00 for the construction of the new Greenville Gateway Signage. Funding for this contract is provided through the Public Works capital projects budget.
- Recommendation:** City Council award a construction contract to Hudson Brothers Construction Company in the amount of \$261,000.00.
-

ATTACHMENTS

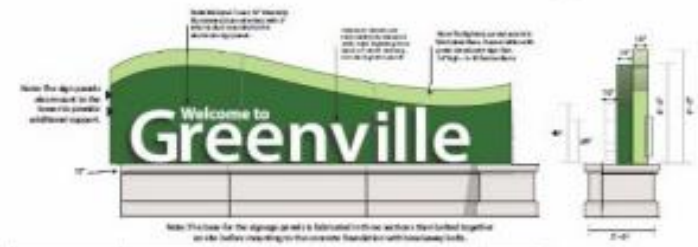
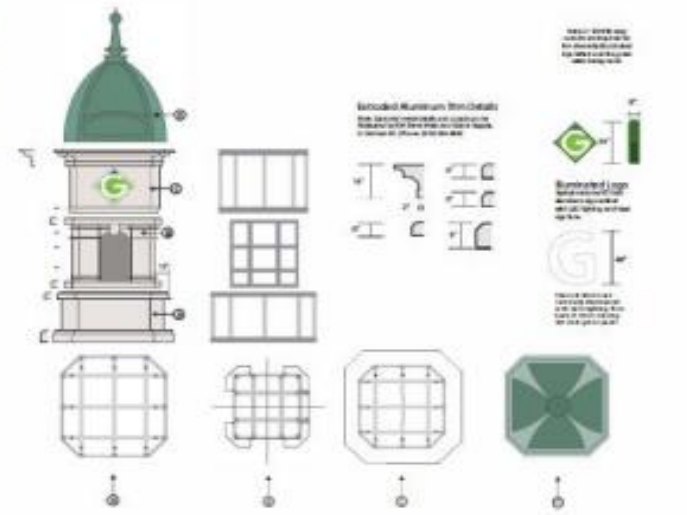
- [Gateway Sign.pdf](#)
- [Agenda_Item_Packet__01082024_Gateway_Sign_.pdf](#)

Gateway Sign – SW Quadrant of 587 Interchange



SHEET A1.00

- NOTES:**
 1. PAINT COLORS TO BE THE BRAND MATCHWALL.
 LIGHT OLIVE: SFP-COATS GARNET VEGETE
 DARK GREEN: SFP-COATS FOREST MARC GREEN
 LIGHT GREEN: SFP-COATS LASER LIME
 PENTRA: SFP-COATS BLUE STAINS WITH BROWN AND WHITE ACCENT
 BRUSH PER BASE OF DESIGN



Special Fabrication Notes:
 The sign panel is to be fabricated using 1/2" aluminum extrusion with one section fixed and one section adjustable. The adjustable section is to be 24' long. The adjustable section is to be 24' long. The adjustable section is to be 24' long.

The sign panel is to be 24' high. The sign panel is to be 24' high. The sign panel is to be 24' high.



Gateway Sign Daytime View



Gateway Sign Night Time View



Entrance Sign Estimate & Schedule

Enhancements - New Sign; concrete foundation and electrical
Construction Budget - \$350,000

Schedule

Advertise for Bids - July 14, 2023; Re-advertised on November 3, 2023

Bids Received/Reviewed - August 10, 2023; November 30, 2023

Notice to Award - December 19, 2023

Notice to Proceed – January/February 2024

Completion - Summer 2024

December 4, 2023

Mr. Kevin Mulligan
City of Greenville
1500 Beatty Street
Greenville, NC 27834

**Re: City of Greenville Gateway
Greenville, NC
GVL21001**

Dear Mr. Mulligan:

On November 30, 2023, bids were received and opened for the *City of Greenville Gateway* project. I have reviewed the bids received and issued the certified bid tabulation (attached). Based on my review of the bids, it is my recommendation the City of Greenville (at their preference) proceed with the award of the Base Bid and the Alternate for this project to Hudson Brothers Construction Company.

Please let me know if you have any questions.

Sincerely,
MCADAMS



Jason Galloway, RLA
Project Manager, Civic Spaces

Attachment:
Certified Bid Tab

MCA DAMS

Project Name	Greenville Gateway Sign
Project Number	ITB 23-24-03A
Owner Name	City of Greenville
Bid Opening Date	11/30/2023
Time of Bid Opening	2:00PM

Bidder	ASI Signage	Hudson Brothers
License No.	12789 (Pitt Electric)	34590
Proposal Signed	Yes	Yes
Attested	Yes	Yes
MBE Forms	Yes	Yes
E-Verify Affidavit	Yes	Yes
Bid Bond	No	Yes

Addenda Received	1	1
	x	x
Base Bid	\$ 339,455.00	\$ 298,000.00
Alternate #001	\$ 362,884.00	\$ 315,000.00
		\$ 247,000.00
		\$ 261,000.00

Each of the contractor's Licenses is of "Active" status on this 8th day of November, 2023, according to NC Licensing Board for General or Electrical Contractors. To the best of my knowledge, I certify that the above is a true and accurate tabulation of the bids opened on December 4, 2023 at 8:00 am.



NOTICE OF AWARD

Date of Issuance: DECEMBER 19, 2023
Owner: CITY OF GREENVILLE, NC Owner’s Project No.: ITB23-24-03A
Engineer: MCADAMS COMPANY Engineer’s Project No.: GVL21001
Project: GREENVILLE GATEWAY SIGN
Contract Name: GREENVILLE GATEWAY SIGN
Bidder: HUDSON BROTHERS CONSTRUCTION
Bidder’s Address: 1450 EAST ARLINGTON BLVD. GREENVILLE, NC 27858

You are notified that Owner has accepted your Bid dated **November 30th, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

FABRICATION AND INSTALLATION OF THE CITY OF GREENVILLE GATEWAY SIGN – BASE BID AND ALTERNATE 1.

The Contract Price of the awarded Contract is **\$261,000.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 3 days of the date of receipt of this Notice of Award:

- 1. Deliver the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
- 2. Other conditions precedent (if any): **MWBE AFFIDAVIT C**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 30 days after you comply with the above conditions, Owner will provide unexecuted counterparts of the Agreement for signature by the Bidder. Return the Agreement, signed by the bidder, within 10 days of receipt. Owner will return to you one fully signed counterpart of the Agreement within 10 days of receipt of the signed Agreement.

Owner: **CITY OF GREENVILLE**
By (signature): Devin Thompson
Name (printed): Devin Thompson
Title: Building and Grounds Superintendent / Project Manager
Copy: Engineer

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid
City of Greenville - AFFIDAVIT C - Portion of the Work to be Performed by MWBE Firms

County of PITT

(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 HUDSON BROTHERS CONSTRUCTION COMPANY I do hereby certify that on the GREENVILLE GATEWAY SIGN (Name of Bidder)

Project ID# ITB23-24-03A (Project Name) Amount of Bid \$ 261,000.00

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises and a minimum of 62 % 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
<u>RITE LIFE SIGNS, INC.</u> <u>1000 BISCAIWE DRIVE</u> <u>CONCORD, NC 28027-8402</u> <u>704-788-7097</u>	<u>F</u>	<u>SIGN MANUFACTURER</u>	<u>\$161,850.00</u>

*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)

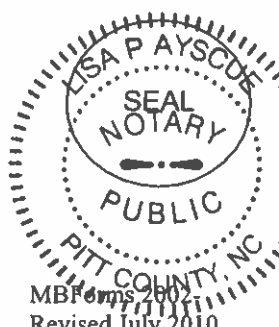
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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: 12-21-23 Name of Authorized Officer: E. Lynn Hudson

Signature: [Signature]

Title: President



State of NC, County of Pitt

Subscribed and sworn to before me this 21st day of December 2023

Notary Public Lisa P. Ayscough

My commission expires 8-31-2026

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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GUIDELINES FOR USE OF EJCDC® C-520, AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor’s compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018).

In construction contracting, as a general matter the “agreement” is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and the Contract Documents, and establishing the Contract Price and Contract Times.

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms “Bidding Documents,” “Bidding Requirements,” and “Contract Documents” are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

2.0 OTHER DOCUMENTS

As noted above, before selecting C-520 for a specific project, confirm that the Contract will be based on lump sum (stipulated price) (which may include unit prices), and not on cost plus fee—for cost plus fee contracts, use C-525.

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

While preparing this document for use on a specific project, the user may decide to revise or supplement some of the standard provisions. When such changes are made, the user should review whether corresponding changes are needed in the following related EJCDC documents:

EJCDC Doc. No.	Document Title	Edition
C-200	Instructions to Bidders for Construction Contract	2018
C-410	Bid Form for Construction Contract	2018
C-700	Standard General Conditions of the Construction Contract	2018
C-800	Supplementary Conditions of the Construction Contract	2018

Other documents that provide additional information or guidance for the use of this document include the following:

EJCDC Doc. No.	Document Title	Edition
C-001	Commentary on the 2018 EJCDC Construction Documents	2018

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC’s sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 GUIDANCE NOTES AND NOTES TO USER

EJCDC Documents include Guidance Notes and Notes to User to provide guidance regarding the preparation of Project specific documents. These notes are intended for use by the User in the preparation of the document and are not intended to be included in the completed document. Guidance Notes and Notes to User are lightly shaded to distinguish them from the proposed text of the Agreement. As a project-specific Agreement is prepared and made ready for issuance to bidders or execution by the parties, all shaded text (Guidance Notes and Notes to Users) should be deleted.

Guidance Notes provide information regarding the paragraphs which follow, including reasons for the paragraphs, discussions of best practices, and alternate approaches for different situations.

Notes to User provide specific information for editing the document. When alternate paragraphs for different situation are presented, explanations on how to select the most appropriate alternate will be provided, with direction to delete those paragraphs not used.

5.0 EDITING THIS DOCUMENT

It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.
- E. Complete tables.
- F. Delete Guidance Notes.

5.1

6.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC’s sponsoring organizations.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Greenville** (“Owner”) and **Hudson Brothers Construction Company** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Fabrication and installation of a gateway sign. Scope includes but is not limited to: foundation installation, electrical, lighting and sign fabrication.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Greenville Gateway Sign – RFP Number 23-24-03A**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **McAdams** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

1. .

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **150 calendar** days after the date of the issuance of the Notice to Proceed when the Contract Times commence to run as provided in the bid form.

Guidance Notes—Liquidated Damages

1. Liquidated damages are commonly used to address unexcused late completion of the Work. The topic is discussed in the Commentary. Delete Paragraph 4.05, Liquidated Damages, if such damages will not be established in the specific Contract.

2. At Substantial Completion, the Owner is able to use the Work for its intended purpose, by definition. See General Conditions, Paragraph 1.01.A. Achieving Substantial Completion is typically a critical deadline, and the associated damages for missing this deadline are typically significant. Paragraph 4.05.A.1 is the location for stating a liquidated amount for such damages, usually on a per-day basis.
3. The subsequent failure to complete the punch list tasks and bring the Work to a complete close by the final completion date may also result in some degree of damages to Owner—though typically these damages are significantly less than the daily damages for not achieving Substantial Completion on time. Some users may choose to establish liquidated damages only for the failure to achieve Substantial Completion. If that is the case, delete Paragraph 4.05.A.2 below.
4. If failure to achieve a Milestone on time is of such consequence that the assessment of liquidated damages is warranted for the failure to reach the Milestone on time, then retain and complete Paragraph 4.05.A.3; if not, delete it. Add additional similar paragraphs for any additional Milestones subject to a liquidated damages assessment. Liquidated damages for Milestones might, in some cases, be additive to liquidated damages for failing to timely attain Substantial Completion; if so Paragraphs 4.05.A.3 and 4.05.A.4 should be revised accordingly.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2.
 - 3.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

1. in final completion of the Work.

ARTICLE 5—CONTRACT PRICE

Guidance Notes—Contract Price

1. Depending upon the particular Contract's pricing structure, use Paragraph 5.01.A alone (lump sum with no Unit Price Work items); Paragraphs 5.01.A, 5.01.B, and 5.01.C together (lump sum plus Unit

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Price items); Paragraph 5.01.B alone (Unit Prices for all Work); or Paragraph 5.01.D alone (price based on contents of incorporated Contractor's Bid), and delete those not used and renumber accordingly. If Paragraph 5.01.D is used, Contractor's Bid is attached as an exhibit and listed as a Contract Document in Article 7 below.

2. With respect to Paragraph 5.01.B concerning Unit Prices, if adjustment prices for variations from stipulated Base Bid or other baseline quantities have been agreed to, insert appropriate provisions.
3. Performance Requirements and Damages. In some cases, the construction contract will contain performance requirements that must be met by the equipment, systems, or facilities constructed or furnished by Contractor. Performance provisions most commonly will be located in the Specifications. On some projects the Owner and Contractor may contractually stipulate specific damages for failure to meet the performance requirements. It may be useful to provide a cross-reference to such provisions here in Article 5 of the Agreement (as a new Paragraph 5.02), or in some cases to expressly state the stipulated damages amounts here because of their importance to the pricing of the Contract, which is one of the primary subjects of the Agreement.

In addition to, or as an alternative to imposition of stipulated damages to compensate Owner for not receiving its full contractual performance entitlement, the performance provisions in the Specifications may identify other Owner remedies for Contractor's failure to meet the performance requirements, such as rejection of the items in question; correction remedies; exercise of warranty rights; recovery of actual damages; and acceptance of the underperforming items coupled with a reduction in Contract Price.

Typical damages for underperformance might be for reduced production or treatment, or for the costs of increased electricity or chemical consumption over the life of the equipment. It is important when drafting damages provisions to clarify whether the availability of underperformance damages is meant to close off other potential remedies that will be owed in the event of specific levels of underperformance.

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- C.
 - D. For all Work, at the prices stated in Contractor's Bid, for the base bid and alternate 1 attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment based on percentage of work completed. Applications for Payment will be processed by Engineer who will review work completed and make a recommendation for payment to the owner.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted

in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by percentage of work completed.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Notes to Users—Typical values used in Paragraph 6.02.B are 100 percent and 200 percent respectively, subject to Laws and Regulations specific to the Project.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Project Manual with Appendices.
 - 4.

6. Drawings (not attached but incorporated by reference) consisting of **12** sheets with each sheet bearing the following general title: **Greenville Signage**.
8. Addenda number**1**.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4.
 - 5.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective upon **City Council's approval on** _____ (which is the Effective Date of the Contract).

1.

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

(If Hudson Brothers Construction Company is a corporation, a partnership, or a joint venture, attach

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Address:

Address:

Phone:

Phone:

Email:

Email:

(If City of Greenville is a corporation, attach evidence of authority to sign. If City of Greenville is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.:

(where applicable)

State:

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

Single-Prime Contract

Bidder: HUDSON BROTHERS CONSTRUCTION COMPANY
Address: 1450 EAST ARLINGTON BLVD.
GREENVILLE, NC 27858
Bid Date: 11/30/23

To: City of Greenville
Devin Thompson
Buildings and Grounds Superintendent
dthompson@greenvillenc.gov
Office 252-329-4931

Prospective Bidders:

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by McAdams and their consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of City of Greenville Gateway Sign, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Total Base Bid: TWO HUNDRED FORTY-SEVEN THOUSAND Dollars (\$ 247,000.00)
Total bid is all work in accordance with the aforementioned contract documents, including Base Bid.

Alternate 1 Total Bid: TWO HUNDRED SIXTY-ONE THOUSAND Dollars (\$ 261,000.00)
Alternate 1 Subtotal shall be the total cost of the project with the alternate design as described in the plan set.

1.1 BID GUARANTEE

- A. The undersigned further agrees that this proposal shall be valid for a period of (90) ninety days from the date of receipt of the bids and that if this proposal is accepted by the City within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.
- B. The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work as follows:
 1. All work shall be complete and ready for final acceptance within 150 calendar days from Notice to Proceed.
 2. The City of Greenville will award the project to the apparent lowest responsible, responsive bidder.

- C. The undersigned further agrees for each calendar day that any part of the work remains uncompleted after the contract time stipulated for final completion of the work, liquidated damages in the sum of \$500 per calendar day shall be set off or deducted from any monies due the Contractor or, if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor or from the surety or from both.
- D. Accompanying this proposal is a bid bond (5% of Contract Sum) in the form of BID BOND as required by North Carolina General Statute.
- E. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. Bidder hereby acknowledges receipt of the addenda listed below and has taken the information contained therein into full consideration in the formulation of bid proposal. Failure to acknowledge receipt of each addendum may be cause for rejection of the proposal.

- 1. Addendum No. 1, dated 11/17/23.
- 2. Addendum No. 2, dated _____.
- 3. Addendum No. 3, dated _____.

1.3 ATTACHMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

- 1. **Bid Form Supplement**
 - a. E-Verify Compliance
 - b. Iran Divestment Act
 - c. Non-discrimination
 - d. Non-collusion
 - e. Federal Law
 - f. Withdrawl of Proposals
- 2. E-Verify Affidavit
- 3. Minority and Women Business Enterprise (MWBE) Program
- 4. General Terms and Conditions
- 5. NCDOT Encroachment

1.4 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in North Carolina, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.5 SUBMISSION OF BID

Name of Bidder: HUDSON BROTHERS CONSTRUCTION COMPANY
Company

By: *E. Lynn Hudson* E. Lynn Hudson, President
(Signature) (Typed Name)

Title: President

Address of Bidder: 1450 East Arlington Blvd.,
Greenville, NC 27858

Contractor's License No.: 34590

Attest:
By: *Philip A. G.*
Title: Corp. Sec.



END OF DOCUMENT 004113

ATTACHMENT 1
BID FORM SUPPLEMENT

E-VERIFY COMPLIANCE:

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

BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers, that transact business in the State of North Carolina and employ 25 or more employees in the State of North Carolina, to electronically verify the legal employment status of an employee through the federal E-Verify program after hiring the employee to work in the State of North Carolina.

IRAN DIVESTMENT ACT:

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

NON-DISCRIMINATION:

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

NON-COLLUSION:

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

FEDERAL LAW:

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

WITHDRAWAL OF PROPOSALS:

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

ATTACHMENT 2
E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA
CITY OF GREENVILLE

AFFIDAVIT

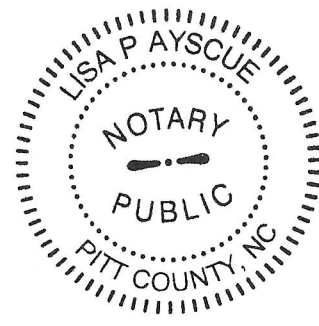
I, E. LYNN HUDSON (the individual attesting below), being duly authorized by and on behalf of Hudson Brothers Construction Co (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES , or
 - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This 30th day of November, 2023

[Signature]
Signature of Affiant
Print or Type Name: E. Lynn Hudson

State of North Carolina City of Greenville, Pitt County
Signed and sworn to (or affirmed) before me, this the 30th
Day of November, 2023
My Commission Expires:
August 31, 2026 Lisa P. Ayscue
Notary Public

(Affix Official/Notarial Seal)



**ATTACHMENT 3
MINORITY AND WOMEN BUSINESS ENTERPRISE
(MWBE) PROGRAM**

**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.

MBForms 2002-
Revised July 2010
Updated 2015

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.

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

Instructions

The Bidder shall provide with the bid the following documentation:

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

Affidavit A (if subcontracting)

OR

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

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

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

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

OR

Affidavit D (if aspirational goals are not met)

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

Letter(s) of Intent or Executed Contracts

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

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

Minimum Compliance Requirements:

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

MBForms 2002-
Revised July 2010
Updated 2015

DOC #586829

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
Identification of Minority/Women Business Participation

I, HUDSON BROTHERS CONSTRUCTION COMPANY
 (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
RITE LIFE CUSTOM SIGNS	SIGNAGE	F
1000 BISCAYNE DR.		
CONCORD, NC 28027-8402		

*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 (\$) -0-

The total value of WBE business contracting will be (\$) 147,775.00

MBForms 2002-
 Revised July 2010
 Updated 2015

City of Greenville AFFIDAVIT A - Listing of Good Faith Efforts

County of PITT

Affidavit of HUDSON BROTHERS CONSTRUCTION COMPANY (Name of Bidder)

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 of 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: 11/30/2023 Name of Authorized Officer: Lynne Howard

Signature: [Signature]

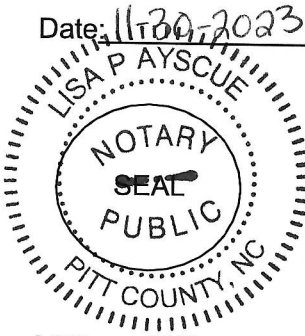
Title: [Signature]

State of NC, County of Pitt

Subscribed and sworn to before me this 30th day of November 2023

Notary Public Lisa P. Ayscove

My commission expires 8-31-2026



**ATTACHMENT 4
GENERAL TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract or purchase order issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **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, disability, income-level, or LEP 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 as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
2. **SOLICITATIONS FOR SUBCONTRACTS, 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 Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
3. **NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
4. **PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City

shall not be obligated to make payment to the Contractor for any services performed under this contract that are not in compliance with the contract.

5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City, and as such, Contractor, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
7. **INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense
 - (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.
 - (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;
 - (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit;
 - (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount

not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

8. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Contractor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligation under this contract. It is understood and agreed by the parties that 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.

9. **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.

10. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that:
(i) it is not on the Iran Final Divestment listed created by the N.C. 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.

11. **ADVERTISING:** The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. **FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by 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 or the contract may terminate.

13. **ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. **CONFLICT OF INTERESTS:**

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

proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. **TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

ATTACHMENT 5

NCDOT ENCROACHMENT AGREEMENT

CONTRACTOR IS RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF THE ATTACHED ENCROACHMENT AGREEMENT ONLY AS APPLICABLE TO THE FABRICATION AND INSTALLATION OF THE SIGN.

ROUTE I-587 / US-264 STATE PROJECT _____ STATE OF NORTH CAROLINA
FEDERAL PROJECT _____ COUNTY Pitt

DEPARTMENT OF TRANSPORTATION
-AND-
City of Greenville

RIGHT OF WAY
ENCROACHMENT AGREEMENT
INTERSTATE AND OTHER CONTROLLED
ACCESS HIGHWAYS
E021-074-23-00164

THIS AGREEMENT, made and entered into this the 11th day of May, 2023, by and between the Department of Transportation, party of the first part; and City of Greenville party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) I-587 / US-264, located Southwest of the intersection of NC Hwy 11 bypass

with the construction and/or erection of: A gateway monument sign and associated landscaping and lighting.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

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

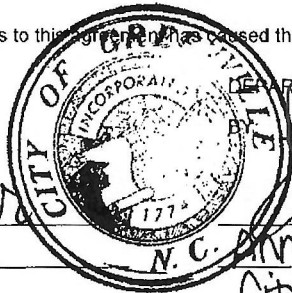
- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (162) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

ATTEST OR WITNESS:

Valerie Shiwegar
Valerie Shiwegar
City Clerk



DEPARTMENT OF TRANSPORTATION

Jeff Cabaniss

STATE FACILITIES MANAGER

Ann Wall
City Manager
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

GENERAL REQUIREMENTS

1. Wherever possible, freeway crossing should be parallel to and within the prevailing right of way of intersecting roads.
2. Crossings should be as near as possible normal to the center line of the freeway.
3. Parallel encroachments will not be permitted except outside of control of access lines.
4. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installations included in this agreement.

For Overhead Wire Lines

1. Minimum vertical clearances of overhead wires above all roadways must conform to clearances set out in the National Electric Safety Code.
2. Supporting poles or structures must be clear of control of access lines, and be at least 30 feet clear of the edge of shoulders of through lanes and 20 feet clear of the shoulders of interchange ramps.

For Underground Utilities

1. Open-cut installation for crossings will be permitted only when a highway project is in rough grading stage prior to paving. Generally, on rough grading projects, open-cut will not be permitted in fills of over 10 feet in depth and back filled material must be compacted to maximum density meeting Department requirements.
2. Encasements under an existing freeway must be installed by means of tunneling, jacking, or boring and any voids outside the encasement must be filled with lean concrete grout and the ends of encasements be satisfactorily closed.
3. In cut section, encasement must extend continuously from ditch line to ditch line and in fill section, encasement must extend continuously five feet beyond toe to slopes.
4. Vents for encasement should be extended to the right of way line or as otherwise required by the Department.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
6. When trenching is carried down cut slopes, excavation must be backfilled to maximum density and the disturbed portion of the slope be stabilized and sodded to the satisfaction of the Department's Engineer.

Plans

This Encroachment agreement must be accompanied, in the form of an attachment, by a plan showing the following:

1. All roadways and ramps
2. Right of way and control of access lines
3. Drainage structures or bridges if affected by encroachment
4. Location of the proposed encroachment
5. Length, size and type of encroachment
6. Dimensions, showing the distance from the encroachment to roadways, shoulders, structures, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road intersection, etc. (To assist in preparation of the encroachment plan, Department roadway plans may be seen at the various Highway Division Offices or at the Raleigh Office.)

All encroachment agreements involving the crossing of the right of way, roadways and/or ramps of a freeway, must be accompanied, in the form of an attachment, by a profile showing the following information:

1. The profile should extend from right of way line to right of way line and show all slopes (cut or fill), ditches, shoulders, pavements, medians, etc.
2. A vertical dimension from bottom of road ditches and from surface of pavement to encroaching structures.
3. Length, size, and type of encasement where required.
4. Notation of portion to be installed by open-cut.
5. For underground encroachments involving encasements that must be vented, the location of vents must be shown.
6. Method of installation must be shown in detail on either the plan or profile.
7. Any attachment to a bridge or other drainage structure must be approved by the Department's Bridge Design Unit.
8. Where profile is required, it should be on same sheet with the plan.

SPECIAL PROVISIONS OR SPECIFICATIONS

Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment, provided that such information cannot be shown on the plan and profile sheet.



**PHILADELPHIA
INSURANCE COMPANIES**

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Hudson Brothers Construction Company

of PO Box 2687, Greenville, NC 27836

(hereinafter called the Principal) as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto
City of Greenville

of 1500 Beatty Street, Greenville NC, 27834

(hereinafter called the Obligee) in the penal sum of

five percent of amount of bid

Dollars \$ 5% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated November 30, 2023 for

City of Greenville

Monumental Sign East Bound on Ramp US 264 Greenville, NC

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: November 30, 2023

Hudson Brothers Construction Company

(Principal)

By: *Eldon*

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: *Yvonne G. Garris*

Yvonne G. Garris

Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Betty Rouse Moore, James E. Clement, Jr., A. Spruill Alexander, Yvonne G. Garris, and Jeffrey K. Gibson, Ginger Marie Smith of Towne Insurance Agency, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

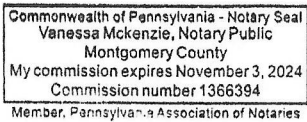


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

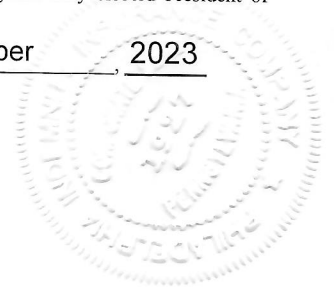
November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of November, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Contract award for the 2024 Rehabilitation and Preservation Project and approval of Task Order #5 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract

Explanation: The 2024 Rehabilitation and Preservation Project was advertised for bids on October 25, 2023, with the bid opening being held on November 28, 2023. Three bids were received with the lowest responsible, responsive bid submitted by S.T. Wooten Corporation of Wilson, NC, in the amount of \$3,702,880.20. This amount includes the base bid (\$3,054,324.30) along with 7 alternates (\$648,555.90). The contract provides for milling, resurfacing, deep patch repairs, pavement preservation, ADA improvements, traffic signal loop work, and pavement markings. A bid summary and a list of the streets to be completed have been included as Attachment 1.

Task Order #5, under the City's CEI and CMT On-Call contract with TranSystems, provides inspection and materials testing services for the 2024 Rehabilitation and Preservation Project. The estimated cost for this task order is \$273,260.00.

Fiscal Note: The proposed budget for the 2024 Rehabilitation and Preservation Project, including a 20% contingency, is \$4,443,456.24. The contract will be funded through the Pavement Management Program, which includes leftover funds from a previous year due to better than expected subgrade conditions, and 4th Street Repairs as approved by City Council.

The proposed budget for Task Order #5 is \$273,260.00. Task Order #5 will be funded through the Pavement Management Program as approved by City Council.

Recommendation: City Council award the contract for the 2024 Rehabilitation and Preservation Project to S.T. Wooten of Wilson, NC, in the amount of \$4,443,456.24, and approve Task Order #5 under the CEI and CMT On-Call contract with TranSystems in the amount of \$273,260.00.

ATTACHMENTS

[Attachment 1 - Agenda Item 2024 Pavement Preservation and Rehab Project.pdf](#)

2024 Street Rehabilitation and Preservation Project

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: November 28, 2023 @ 2:00 PM

<i>Contractor</i>	<i>Rec'd Addendum(s): 1</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
ST Wooten	X		X		X		X		\$ 3,054,324.30
Alternate 1									\$45,296.60
Alternate 2									\$62,836.00
Alternate 3									\$64,220.50
Alternate 4									\$80,358.50
Alternate 5									\$233,336.20
Alternate 6									\$87,721.90
Alternate 7									\$74,786.20

2024 Street Rehabilitation and Preservation Project
BID SUMMARY SHEET
 City of Greenville, North Carolina
 Engineering Division

Bid Opening: November 28, 2023 @ 2:00 PM

Contractor	Rec'd Addendum(s): 1		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid <i>Corrections after review are in Bold/Red Below</i>
	Yes	No	Yes	No	Yes	No	Yes	No	
Tripp Brothers Inc.	X		X		X		X		\$3,251,950.00
Alternate 1									\$32,243.00
Alternate 2									\$51,172.00
Alternate 3									\$47,217.50
Alternate 4									\$63,622.50
Alternate 5									\$201,831.00
Alternate 6									\$77,304.90
Alternate 7									\$59,335.00

**2024 Street Rehabilitation and Preservation Project
 BID SUMMARY SHEET
 City of Greenville, North Carolina
 Engineering Division**

Bid Opening: November 28, 2023 @ 2:00 PM

<i>Contractor</i>	<i>Rec'd Addendum(s): 1</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Fred Smith Company	X		X		X		X		\$3,428,800.00
Alternate 1									\$50,450.00
Alternate 2									\$73,775.00
Alternate 3									\$65,025.00
Alternate 4									\$81,165.00
Alternate 5									\$221,061.00
Alternate 6									\$80,132.00
Alternate 7									\$72,465.00

	Street	TREATMENT
	BATTLE DR. - LINCOLN DR. TO BANCROFT AVE.	MILL & FILL
	BRIARCLIFF DR - ELLSWORTH DR TO STREET END	MILL & FILL
	CALDWELL CT. - KRISTIN DR. TO CUL-DE-SAC	MILL & FILL
	CROCKETT DR. - POLK AVE. TO CEDAR LN.	MILL & FILL
	DOGWOOD DR. - LAKEWOOD DR. TO PINEVIEW DR.	MILL & FILL
	EDEN PL. - CROCKETT DR. TO TRYON DR.	MILL & FILL
	KINGSTON CI. - CUL-DE-SAC TO SE GREENVILLE BLVD.	MILL & FILL
	KRISTIN DR. - ALICE DR. TO GREENVILLE BLVD.	MILL & FILL
	LAKEWOOD DR. - END COG STREET MAINTENANCE TO EVANS ST.	MILL & FILL
	LINCOLN DR. - BANCROFT AVE. TO BANCROFT AVE.	MILL & FILL
	LINE AVE. - PAVEMENT JOINT NORTH OF N. VILLAGE DR. TO CHESTNUT ST.	MILL & FILL
	GREENWOOD DR. - CLUB PINES DR. TO CRESTLINE BLVD.	MILL & FILL
	MOSBY CI. - CUL-DE-SAC TO KRISTIN DR.	MILL & FILL
	N. MEADE ST. - STANCILL DR. TO E. 1ST ST.	MILL & FILL
	PICADILLY DR - ROYAL DR. TO COUNTY HOME RD.	MILL & FILL
	PINEVIEW DR. - LAKEWOOD DR. TO POPLAR DR.	MILL & FILL
	POPLAR DR. - PINEVIEW DR. TO EVANS ST.	MILL & FILL
	SARA LN. - CUL-DE-SAC TO EVANS ST.	MILL & FILL
	STANCILL DR. - WILLOW ST. TO N. MEADE ST. (SOUTHERN MOST INTERSECTION)	MILL & FILL
	E. 4TH ST - READE ST. TO S. ELM ST.	MILL & FILL
	ALTERNATES	
	LAURA LN. - 14TH ST. TO ADAMS BLVD.	MILL & FILL
	BEST RD. - B'S BBQ RD. TO CUL-DE-SAC	MILL & FILL
	PERKINS ST. - HOWELL ST. TO END COG STREET MAINTENANCE	MILL & FILL
	PINE ST. - MEMORIAL DR. TO MILLBROOK ST.	MILL & FILL
	STANCILL DR. - STREET END TO WILLOW ST.	MILL & FILL
	S. HARDING ST. - E. 1ST ST. TO E. 4TH ST.	MILL & FILL
	LITCHFORD PL. - STREET END - TO ALBION DR. (SOUTHERN MOST INT.)	MILL & FILL
	PRESERVATION	

	HOOKER RD. - W. Arlington Blvd. to SW Greenville Blvd.	CRACK SEAL
	E. ARLINGTON BLVD. - SW Greenville Blvd. to Firetower Rd.	CRACK SEAL
	E. 1st St. - N. Summit St. to Brownlea Dr.	CRACK SEAL
	EASY ST. - Belvoir Hwy to N. Memorial Dr.	CRACK SEAL
	BAYSWATER RD. - E. Firetower Rd. to E. Firetower Rd.	CRACK SEAL
	BROWNLEA DR. - N. WARREN ST. TO E. 5TH ST.	REJUVENATOR
	CONTENTNEA ST. - STREET END - TO 3RD, 4TH TO FLEMING ST.	REJUVENATOR
	COTANCHE ST. - E. 1ST ST TO E. 5TH ST.	REJUVENATOR
	DOUGLAS AVE. - W. 14TH AVE. TO STREET END	REJUVENATOR
	ELIZABETH ST. - W. 3RD ST. TO WARD ST.	REJUVENATOR
	GREEN SPRINGS DR. - HEATH ST. TO E. 5TH ST.	REJUVENATOR
	GREENFIELD BLVD. - STREET END TO NC. HWY 11	REJUVENATOR
	HOWELL ST. - PERKINS ST. TO EVANS ST.	REJUVENATOR
	IMPERIAL ST. - VANCE ST. TO CONTENTNEA ST.	REJUVENATOR
	LATHAM ST. - W. 3RD ST. TO W. 5TH ST.	REJUVENATOR
	MCKINLEY AVE. - W. 5TH ST. TO DOUGLAS AVE.	REJUVENATOR
	N. LIBRARY ST. - RIVER DR. TO E. 1ST ST.	REJUVENATOR
	N. ASH ST. - WILLOW ST. TO E. 1ST ST.	REJUVENATOR
	ROOSEVELT AVE. - W. 5TH ST. TO FLEMING ST.	REJUVENATOR
	S. MEADE ST. - N. MEADE ST. TO E. 5TH ST.	REJUVENATOR
	SPRING FOREST RD. - JOHN HOPKINS DR. TO DICKINSON AVE.	REJUVENATOR
	ST. ANDREWS DR. - END CURB TO SW GREENVILLE BLVD.	REJUVENATOR
	SPRUCE ST. - LINE AVE. TO RALEIGH AVE.	MICRO-SURFACE
	DUNHAVEN DR. - E. BAYWOOD LN. TO E. BAYWOOD LN.	MICRO-SURFACE
	BENT CREEK DR. - E. BAYWOOD LN. TO CEDARHURST RD.	MICRO-SURFACE
	PALMETTO DR. - PENNCROSS DR TO PENN CROSS DR.	MICRO-SURFACE
	FESCUE - PENNCROSS DR. TO PENNCROSS DR.	MICRO-SURFACE
	ST. AUGUSTINE DR. - PENNCROSS DR. TO PENNCROSS DR.	MICRO-SURFACE
	TIFFGREEN DR. - END PHASE LINE TO PENNCROSS DR. (SOUTHERN)	MICRO-SURFACE
	TREVINO DR. - PENNCROSS DR. TO MASTERS LN.	MICRO-SURFACE
	S. PITT ST. - 1ST ST. TO W. 5TH ST.	MICRO-SURFACE

MILL CREEK DR. - FROG LEVEL TO CUL-DE-SAC	MICRO-SURFACE
MEGAN DR. - CUL-DE-SAC TO NEW PHASE LINE	MICRO-SURFACE
NATALIE WAY. - MEGAN DR. TO MILL CREEK DR.	MICRO-SURFACE
ENGLISH CT. - OLD VILLAGE RD. TO CUL-DE-SAC	MICRO-SURFACE
BRITISH CT. - OLD VILLAGE RD. TO CUL-DE-SAC	MICRO-SURFACE
GUNSTON CT. - OLD VILLAGE RD. TO CUL-DE-SAC	MICRO-SURFACE
FRENCH CT. - OLD VILLAGE RD. TO CUL-DE-SAC	MICRO-SURFACE
OLD VILLAGE RD. - GRAVES ST. TO CUL-DE-SAC	MICRO-SURFACE
WEDSTER'S CT. - GRAVES ST. TO CUL-DE-SAC	MICRO-SURFACE
STARNES CT. - GRAVES ST. TO CUL-DE-SAC	MICRO-SURFACE
BEAUVOIR CT. - GRAVES ST. TO CUL-DE-SAC	MICRO-SURFACE
BAUGH CT. - GRAVES ST. TO CUL-DE-SAC	MICRO-SURFACE
MALONE CT. - GRAVES ST. TO CUL-DE-SAC	MICRO-SURFACE
SANDY LN. - OLD VILLAGE RD. TO OAK GROVE AVE.	CAPE SEAL
OLD VILLAGE RD. - FLEMING SCHOOL RD. TO GRAVES ST.	CAPE SEAL
GRAVES ST. - OLD VILLAGE RD. TO OLD VILLAGE RD.	CAPE SEAL
SIDNEY ST. - GRAVES ST. TO FLEMING SCHOOL RD.	CAPE SEAL
OAK GROVE AVE. - FLEMING SCHOOL RD TO SANDY LN.	CAPE SEAL
PENNCROSS DR. - BERUMDA DR. TO NEW PHASE LINES - N&S	CAPE SEAL
BERMUDA DR. - FROG LEVEL RD. TO PENNCROSS DR.	CAPE SEAL
BERMUDA DR. - FROG LEVEL RD. TO PENNCROSS DR.	CAPE SEAL



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Contract Award for Investment Advisory Services

Explanation: Due to growth in the City's investable assets, Financial Services Department staff solicited Requests for Qualifications (RFQ) in May 2023 from qualified investment advisory firms to provide professional services to direct and coordinate investment programs for the City. In response to the RFQ, four (4) investment advisory firms submitted proposals. After review of these proposals, Valley View Consulting was selected.

The selected firm will perform several duties for the City as needed. These duties include assisting in the development of cash flow projections; development of investment strategies; advising on market conditions and economic data; analysis of risk/return relationships between various investment alternatives; and assisting in the selection, purchase and sale of investments.

Fiscal Note: The proposed cost of this contract will be a sliding scale annual fee based on the schedule in Appendix A of the attached Investment Advisory Agreement. This fee is estimated to be approximately \$42,500 annually and will be funded within existing Financial Services budget appropriations.

Recommendation: Recommend award of contract for investment advisory services to Valley View Consulting.

ATTACHMENTS

[Investment Advisory Agreement .pdf](#)

AGREEMENT
BY AND BETWEEN
THE CITY OF GREENVILLE, NORTH CAROLINA
AND
VALLEY VIEW CONSULTING, L.L.C.

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, hereinafter referred to as the "Investor" or "City" whose primary address is 200 W. Fifth Street, Greenville, NC 27858 and Valley View Consulting, L.L.C., a limited liability company organized and existing under the laws of the State of Virginia, duly authorized to conduct business in the State of North Carolina, hereinafter referred to as the "Advisor" or "Consultant/Contractor," whose primary offices are located at 2428 Carters Mill Road, Huddleston, VA 24104.

It is understood and agreed that the Investor will have money available for investment (the *Investable Funds*) and the Advisor has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the Agreement) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
 - a. Assist the Investor in developing cash flow projections,
 - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c. Advise the Investor on market conditions, general information and economic data,
 - d. Analyze risk/return relationships between various investment alternatives,
 - e. Attend occasional meetings as requested by the Investor,
 - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
 - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

- h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
- i. Assist the Investor in creating monthly portfolio accounting reports, and
- j. Assist the Investor in selecting a primary depository services financial institution

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own negligence, gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred. Upon receipt of an invoice and appropriate supporting documentation by the City, the invoice is payable within thirty (30) days from receipt, provided it has 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.

7. This Agreement shall remain in effect until September 30, 2026, with the option of the Investor to extend this Agreement in additional mutually agreed to increments. Provided, however, the Investor or Advisor may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination

will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable, not to exceed thirty (30) days. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. Indemnification/Hold Harmless.

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.

10. **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 to each 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. 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.

d. 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.

11. **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:

Advisor:

City of Greenville
 PO Box 7207
 Greenville, NC 27835
 Attn: Jacob Joyner

Valley View Consulting, LLC
 2428 Carters Mill Road
 Huddleston, VA 24104
 Attn: Richard G. Long

12. **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.

13. **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.

14. **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.

15. **Permits, Licenses, and Certificates.** The Advisor 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.

16. **Compliance with Laws.** The Advisor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

17. **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.
18. **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.
19. **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.
20. **Minority/Women Owned Business Enterprise and Non-Discrimination.** The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Consultant/Contractor attests that it also shall take affirmative action to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

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

21. **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.
22. **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.
23. **Counterparts.** This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
24. **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.

25. **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.

26. **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.

27. The Advisor shall not assign this Agreement without the express written consent of the Investor.

28. The Investor acknowledges that:

- a. X Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, o
- b. _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- c. _____ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

[Signature Pages Follow]

Vendor Name: Valley View Consulting, L.L.C.

Vendor Number: _____

Contract # _____

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER:

PROJECT CODE (IF APPLICABLE):

[Vendor Signature Page Follows]

Vendor Name: Valley View Consulting, L.L.C.

Vendor Number: _____

Contract # _____

SIGNATURE OF VENDOR

Valley View Consulting, L.L.C.

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

VENDOR: Valley View Consulting, L.L.C.



BY:

SIGNATURE

Manager
TITLE

October 30, 2023
DATE

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be a sliding scale annual fee based on the following schedule:

<u>Average Quarter End Book Value</u>	<u>Annual Fee</u>
First \$100 million	0.035% (3.5 basis points)
Next \$100 million	0.030% (3 basis points)
Over \$200 million	0.020% (2 basis points)

Said fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

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

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

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

Vendor Name: Valley View Consulting, L.L.C.

Vendor Number: _____

Contract # _____

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 01/08/2024

Title of Item: Budget Ordinance Amendment #6 to the Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached for consideration at the January 8, 2024 City Council meeting is an ordinance amending the Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), 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	Recognize donations received within the Police Department.	Donations	11,750
B	Close out Fire Station #1 Bay Extension project and recognize remaining funds within the Fire Station #7 project.	Fire/Rescue Capital Projects	<677,345>
C	Recognize funds received from Opioid Settlement Trust.	Special Revenue	113,344
D	Close out Salt/Sand Storage project within Public Works Capital Projects fund and move remaining funds to Elm Street improvements within the Rec & Parks Capital Projects fund.	Public Works Capital Projects Rec & Parks Capital Projects	<140,130> 44,870

Fiscal Note: The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2023-24 Original Budget</u>	<u>Amendment #6</u>	<u>2023-24 Budget per Amendment #6</u>
General	\$108,352,499	\$-	\$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	14,767,919	113,344	14,881,263
Public Works Capital Projects	59,693,491	<140,130>	59,553,361
Recreation & Parks Capital Projects	18,046,579	44,870	18,091,449
Community Development Capital Projects	19,554,227	-	19,554,227
Engineering Capital Projects	60,439,786	-	60,439,786
Donations	539,192	11,750	550,942
Occupancy Tax	4,654,328	-	4,654,328
Fire/Rescue Capital Projects	13,394,528	<677,345>	12,717,183
Street Improvement Bond Capital	17,840,414	-	17,840,414

Recommendation: Approve Budget Ordinance Amendment #6 to the Capital Projects Funds (Ordinance #17-024), Donations Fund (Ordinance #18-062), and Special Revenue Grant Fund (Ordinance #11-003)

ATTACHMENTS

[BA_6.xlsx](#)

ORDINANCE NO. 24-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) Amending the Capital Projects Funds (Ordinance #17-024),
Donations Fund (Ordinance #18-062), 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. Donations Fund, of Ordinance #18-062 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	A.	Total Amend #6	2023-24 Budget per Amend #6
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 335,904	\$ 11,750	\$ 11,750	\$ 347,654
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	<u>\$ 539,192</u>	<u>\$ 11,750</u>	<u>11,750</u>	<u>\$ 550,942</u>
APPROPRIATIONS				
Mayor & City Council	\$ 550	\$ -	\$ -	\$ 550
Financial Services	1,336	-	-	1,336
Police	54,887	11,750	11,750	66,637
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	458,947	-	-	458,947
Total Appropriations	<u>\$ 539,192</u>	<u>\$ 11,750</u>	<u>\$ 11,750</u>	<u>\$ 550,942</u>

Section II: 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	C.	Total Amend #6	2023-24 Budget per Amend #6
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 11,393,894	\$ 113,344	\$ 113,344	\$ 11,507,238
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	<u>\$ 14,767,919</u>	<u>\$ 113,344</u>	<u>\$ 113,344</u>	<u>\$ 14,881,263</u>
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	53,522	-	-	53,522
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Opioid Settlement Trust	45,532	113,344	113,344	158,876
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	<u>\$ 14,767,919</u>	<u>\$ 113,344</u>	<u>\$ 113,344</u>	<u>\$ 14,881,263</u>

Section III: Estimated Revenues and Appropriations. Fire/Rescue Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	B.	Total Amend #6	2023-24 Budget per Amend #6
ESTIMATED REVENUES				
Debt Proceeds	\$ 8,895,829	\$ (677,345)	\$ (677,345)	\$ 8,218,484
Transfer from Debt Project	398,699	-	-	398,699
Special Fed/State/Loc Grant	3,000,000	-	-	3,000,000
Transfer from General Fund	620,000	-	-	620,000
Sale of Property	480,000	-	-	480,000
Total Revenues	\$ 13,394,528	\$ (677,345)	\$ (677,345)	\$ 12,717,183
APPROPRIATIONS				
Fire Station #7	\$ 6,766,143	\$ 51,040	\$ 51,040	\$ 6,817,183
Fire Station # 1 Bay Extension	728,385	(728,385)	(728,385)	-
Public Safety Comm. Equipment	5,500,000	-	-	5,500,000
Fire Station #8	400,000	-	-	400,000
Total Appropriations	\$ 13,394,528	\$ (677,345)	\$ (677,345)	\$ 12,717,183

Section IV: Estimated Revenues and Appropriations. Recreation & Parks Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	D.	Total Amend #6	2023-24 Budget per Amend #6
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,122,457	\$ -	\$ -	\$ 1,122,457
Transfer from General Fund	3,668,669	-	-	3,668,669
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Proj Fund	82,965	-	-	82,965
Transfer from FIP	154,818	-	-	154,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from PW Cap Proj Fund	30,000	44,870	44,870	74,870
Transfer from Occupancy Tax Reserve	558,200	-	-	558,200
Special Donations	1,915,352	-	-	1,915,352
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	971,573	-	-	971,573
Long Term Financing	8,729,235	-	-	8,729,235
Total Revenues	\$ 18,046,579	\$ 44,870	\$ 44,870	\$ 18,091,449
APPROPRIATIONS				
Water Sports Facility Project	\$ 306,325	\$ -	\$ -	\$ 306,325
Wildwood Park	11,041,321	-	-	11,041,321
Transfer to General Fund	9,000	-	-	9,000
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,310,290	-	-	4,310,290
Off-Lease Dog Park	100,000	-	-	100,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Pickleball Conversion	75,000	-	-	75,000
Sports Complex Feasibility Study	58,200	-	-	58,200
Guy Smith Improvements	1,034,000	-	-	1,034,000
Greenfield Terrace	497,361	-	-	497,361
Elm Street Improvements	-	44,870	44,870	44,870
Transfer to Other Funds	423,082	-	-	423,082
Total Appropriations	\$ 18,046,579	\$ 44,870	\$ 44,870	\$ 18,091,449

Section V: Estimated Revenues and Appropriations. Public Works Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	D.	Total Amend #6	2023-24 Budget per Amend #6
ESTIMATED REVENUES				
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	23,498,836	(185,000)	(185,000)	23,313,836
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	24,698,934
Bond Proceeds	6,200,000	-	-	6,200,000
Appropriated Fund Balance	2,141,866	44,870	44,870	2,186,736
Total Revenues	\$ 59,693,491	\$ (140,130)	\$ (140,130)	\$ 59,553,361
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 7,191,050	\$ -	\$ -	\$ 7,191,050
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Sidewalk Development Project	791,287	-	-	791,287
GTAC Project	9,336,917	-	-	9,336,917
Gateway Sign Project	350,000	-	-	350,000
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	2,351,225	-	-	2,351,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	4,866	-	-	4,866
Street Improvements Project	13,414,536	-	-	13,414,536
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	180,000	-	-	180,000
Salt/Sand Storage Facility	185,000	(185,000)	(185,000)	-
Emerald Loop Lighting Upgrades	200,000	-	-	200,000
CVA - Pedestrian Mall Renovation	40,000	-	-	40,000
Transfer to Other Funds	2,875,135	-	-	2,875,135
Transfer to General Fund	636,801	-	-	636,801
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	44,870	44,870	74,870
Transfer to Facilities Improvement	300,000	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
Total Appropriations	\$ 59,693,491	\$ (140,130)	\$ (140,130)	\$ 59,553,361

Section VI: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 8th day of January, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk



City of Greenville,
North Carolina

Meeting Date: 01/08/2024

<u>Title of Item:</u>	Discussion of Ordinance No. 22-014 (Modular Data Processing)
<u>Explanation:</u>	Council Member Marion Blackburn requested to add to the agenda a discussion of Ordinance No. 22-014 (modular data processing)
<u>Fiscal Note:</u>	No direct cost
<u>Recommendation:</u>	Discuss the item as requested by Council Member Blackburn
