



Agenda

Greenville City Council

March 11, 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 Matthew Scully

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Chris Cox, Engineering Department - Master Roads Scholar
2. Financial Services Department - 2023 Sustained Professional Purchasing Award
3. PirateFest - Named 2024 Festival of the Year by North Carolina Association of Festivals and Events

VII. Public Comment Period

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

remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VIII. Consent Agenda

4. Approval of Minutes
5. Resolution of Intent to Close Proctor Circle
6. Resolution of Intent to Close Unimproved Sections of Laurel Street, Second Street Terrace, and Sycamore Street in College Heights Subdivision
7. Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park, Phase 7
8. Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park, Phase 8
9. Authorization to Acquire Permanent Drainage Easement, and Temporary Construction Easement, and reimbursement for removal of improvements within project area, for the Cedar Lane Stream Stabilization Project
10. Resolution Authorizing Execution of Interlocal Agreement Between the City of Greenville and County of Pitt for Connection to the County's Core Communication System
11. Authorization to Apply for Assistance to Firefighters Grant to Purchase a Fire Alarm System for Fire Station 3 and Seven Exhaust Treatment Systems for Existing Fire Apparatus
12. Contract Award for HVAC Replacement of Rooftop Unit #1 at City Hall
13. Contract Award for Professional Services for Fire/Rescue Stations 1-7 Facility Landscape Maintenance
14. Resolution Declaring 2 Vehicles and Equipment as Surplus and Authorization to Purchase 1 Replacement Vehicle for the Police Department
15. Various Tax Refunds Greater Than \$100

IX. New Business

16. Presentations by Boards and Commissions
 - a. Multimodal Transportation Commission
17. Ordinance Prohibiting the Unauthorized Use of Limited Use Dumpsters or Limited Use Trash Receptacles
18. Memorandum of Agreement with the North Carolina Department of Public Safety for the

Town Common Bulkhead Project

19. Budget Ordinance Amendment #8 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), ARPA fund (Ordinance #21-053), Occupancy Tax Fund (Ordinance #11-003), and the Donations Fund (Ordinance #18-062)

X. Review of March 14, 2024 City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Approval of Minutes

Explanation: Minutes are attached for review and approval for the following meetings:

- February 5, 2024, Workshop
- February 5, 2024, City Council Meeting
- February 8, 2024, City Council Meeting

Fiscal Note: No direct fiscal impact.

Recommendation: Review and approve the minutes from the February 5th workshop and February 5th and February 8th City Council meetings.

ATTACHMENTS

- [02052024 Workshop.pdf](#)
- [02052024 Meeting.pdf](#)
- [02082024 Meeting.pdf](#)

OFFICIAL MINUTES
CITY COUNCIL WORKSHOP MEETING
CITY OF GREENVILLE, NORTH CAROLINA
FEBRUARY 5, 2024, 4:00 PM



I. Call Meeting To Order

The City Council met on Monday, February 5, 2024, at 4:00 p.m. in Conference Room 337, City Hall, 200 West Fifth Street for a workshop. Mayor Connelly called the workshop to order at 4:15 p.m.

II. Roll Call

Present: Mayor P.J. Connelly, Mayor Pro-Tem Monica Daniels, Council Member Tonya Foreman, Council Member Marion Blackburn, Council Member Matthew Scully, Council Member Les Robinson, Council Member Portia Willis

Absent: None.

III. Approval of Agenda

Council Member Blackburn made a motion to approve the agenda as presented. Mayor Pro Tem Daniels seconded the motion and it passed unanimously 6:0.

IV. New Business

1. Stormwater Management Update

City staff provided updates on the Stormwater Management Program. This included a review of the 2016 Watershed Master Plans and future updates, a review of the Utility Rate Study and current Stormwater Capital Spending Plan, and a review of proposed changes to the Stormwater Management Ordinance to comply with current state regulations.

In August 2016, the City completed Stormwater Master Planning for the seven basins located within the City of Greenville. These products are used to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville. The presentation reviewed those Watershed Master Plans, gave updates on current status of projects proposed by the plans, and discussed upcoming 10 year updates to the plans.

After completion of the plans, staff assembled a stakeholders group, the Stormwater Advisory Committee (SWAC), to complete a utility rate study linking maintenance, capital improvement needs, financing and policy. The SWAC met 14 times over two years and made recommendations to Council for a Stormwater Utility rate increase and increased levels of service. These recommendations led to the current stormwater utility rate plan of an annual \$1 per ERU/Month increase for 4 consecutive years increasing the Stormwater Utility Rate to \$9.35/ERU/month in 2025. Staff provided a review of the study and an update of the current rate and spending plan. Additionally, staff touched on changes at the



State level that would require City staff to amend its stormwater management ordinance and programs.

2. Update on Activities for Greenville's 250th Anniversary

Communications Manager/Public Information Officer provided an overview of planned activities throughout the community to commemorate the City of Greenville's 250th anniversary. He expressed his appreciation for this project and the history that he has found about Greenville. He encouraged the City Council to view and share the website <https://250.greenvillenc.gov/>.

V. Adjournment

Hearing no further discussion, Mayor Connelly called for a motion to adjourn. Council Member Blackburn made a motion to adjourn. Mayor Pro Tem Daniels seconded the motion and it passed unanimously 6:0. Mayor Connelly adjourned the Workshop at 5:44 p.m.



OFFICIAL MINUTES
CITY COUNCIL MEETING
CITY OF GREENVILLE, NORTH CAROLINA
FEBRUARY 5, 2024, 6:00 PM



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I. Call Meeting To Order

The City Council met on February 5, 2024, at 6:00 p.m. in the Council Chambers, City Hall, 200 West Fifth Street. Mayor Connelly called the meeting to order at 6:00 p.m.

II. Invocation - Council Member Robinson

III. Pledge of Allegiance

IV. Roll Call

Present: Mayor P.J. Connelly, Mayor Pro Tem Monica Daniels, Council Member Tonya Foreman, Council Member Marion Blackburn, Council Member Matthew Scully, Council Member Les Robinson, Council Member Portia Williams.

Absent: None.

V. Approval of Agenda

City Manager Michael Cowin requested that the City Council remove Item 1 and continue it to the March 11, 2024, meeting.

Council Member Robinson made a motion to amend the agenda as requested and approve the agenda as amended. Council Member Blackburn seconded the motion and it passed unanimously 6:0.

VI. Special Recognitions

1.. Chris Cox, Engineering Department - Master Roads Scholar

This recognition was continued to the March 11, 2024, meeting.

VII. Public Comment Period

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



registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

Mayor Connelly opened the Public Comment Period up at 6:09 p.m. and invited those that wished to speak to come forward.

Dr. Yoshi Newman - Dr. Newman thanked the Environmental Advisory Commission (EAC) for its work and commended its Council Liaison, Council Member Blackburn, and staff for their support. She asked that the City Council consider economic impacts when making decisions.

Mr. Jeff Monaco - Mr. Monaco stated that he is a representative of the Sierra Club and wanted to speak in support of the EAC's efforts. He asked that the City Council think about environmental impacts and take the feedback of groups like the EAC when making decisions.

Seeing no additional speakers, Mayor Connelly closed the Public Comment Period at 6:15 p.m.

VIII.Consent Agenda

Council Member Blackburn requested that Items 5 & 7 be pulled for discussion.

Council Member Robinson made a motion to approve the remaining items on the Consent Agenda. Mayor Pro Tem Daniels seconded the motion and it passed unanimously 6:0.

- 2.. Approval of Minutes
- 3.. Proposed Amendment of the Boards & Commissions Policy of the City of Greenville
- 4.. Authorization to enter into North Carolina Statewide Mutual Aid Agreement
- 5.. Modifications to Prior Approval of Sale of Greenville Utilities Commission Former Operations Center Located at 801 Mumford Road to Mumford Road Properties, LLC, or Assignee, to Allow for Remediation of Contamination on Portion of Such Property

This item was pulled from the Consent Agenda for discussion at the request of Council Member Blackburn.

Council Member Blackburn asked about contamination on the property and if the equipment currently stored on the property would be conveyed as part of the sale.

Greenville Utilities Commission General Manager/Chief Executive Officer Tony Cannon stated that there is cleaning solvent in the soil. An agreement would be made with the State to monitor as it abated with time. He stated that the agreement was modified to include the ability to lease until it is naturally attenuated and then move forward with the sale. He stated that there may be some things stored on the



property and that would be subject to an agreement with the purchaser.

Council Member Blackburn made a motion to approve. Council Member Robinson seconded the motion and it carried unanimously 6:0.

6.. Resolution and Deed of Release to abandon two (2) drainage easements on Tax Parcel No. 73527

Resolution

7.. Recommendation by the Historic Preservation Commission to Update the Façade Improvement Grant Program Guidelines

This item was pulled off of the Consent Agenda for discussion at the request of Council Member Blackburn.

Council Member Blackburn asked how the proposed changes would impact applicants.

Chief Planner Chantae Gooby stated that the applicant would need to provide financial information to show that the project can be completed. If a project is not completed, the applicant would not be able to be reimbursed. Applicants would need to provide general liability insurance for the improvements. Additionally, applicants would be required to file a preservation easement so that potential buyers are aware that there is grant money tied to the property.

Council Member Blackburn made a motion to approve. Mayor Pro Tem Daniels seconded the motion and it passed unanimously 6:0.

8.. Award of Pre-Event Contract for Debris Management and Removal Services in the Event of a Natural Disaster

9.. Award of Pre-Event Contract for Debris Removal Monitoring Services in the Event of a Natural Disaster

10.. Various Tax Refunds Greater Than \$100

IX. New Business

11.. Presentations by Boards and Commissions

- a. Affordable Housing Loan Committee
- b. Environmental Advisory Commission



Presentations were made by the Affordable Housing Loan Committee Chair, Mr. Martin Tanski, and the Environmental Advisory Commission Chair, Dr. David Ames. Summaries were provided of the work done for the previous year and future goals were discussed. The Mayor and City Council thanked Mr. Tanski, Dr. Ames, and their respective boards for all of their work.

12.. Contract award for professional services for Design, Easement Acquisition, and Construction Engineering and Inspection (CEI) on the St. Andrews Drive Critical Infrastructure Protection and Stream Restoration Project

Civil Engineer III Daryl Norris stated that this would restore 3200 linear feet of the stream and provide protection for critical infrastructure. He stated that an RFQ had been released and KCI Associates ranked at the top.

Council Member Willis asked about community outreach.

He stated that staff had employed a variety of methods for outreach, including calls, social media, meeting on-site, and providing opportunities for virtual meetings.

Council Member Blackburn asked about the impacts on residents that live along the stream.

Engineering Director Lisa Kirby stated that the City would be purchasing easements to install and maintain systems, but she did not anticipate purchasing whole lots. She stated that residents may lose a few feet, but these measures would help prevent them from losing all of it.

Council Member Blackburn made a motion to approve. Council Member Willis seconded the motion and it carried unanimously 6:0.

13.. Contract Award for the Development of a Unified Development Ordinance

Chief Planner Gooby stated that this would be a re-write chapters 4 & 5 in the City Code. She stated that a comprehensive re-write had not been done since the 1990's and this would help consolidate, update, and make the City Code more user-friendly. She stated that staff would hire a consultant to help with this project and would seek community engagement by establishing a task force and by conducting extensive public outreach.

Council Member Blackburn made a motion to approve. Council Member Scully seconded the motion and it carried unanimously 6:0.

14.. Budget Ordinance Amendment #7 to the 2023-2024 City of Greenville Budget (Ordinance #23-046) and the Donations Fund (Ordinance #18-062)

Financial Services Director Jacob Joyner presented the proposed budget amendment to the City



Council, outlining the anticipated impacts:

<u>Fund</u>	<u>2023-24 Original Budget</u>	<u>Amendment #7</u>	<u>2023-24 Budget per Amendment #7</u>
General	\$108,352,499	\$193,154	\$108,545,653
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	43,500	2,354,639
Special Revenue Grants	14,881,263	-	14,881,263
Public Works Capital Projects	59,553,361	-	59,553,361
Recreation & Parks Capital Projects	18,091,449	-	18,091,449
Community Development Capital Projects	19,554,227	-	19,554,227
Engineering Capital Projects	60,439,786	-	60,439,786
Donations	550,942	500	551,442
Occupancy Tax	4,654,328	-	4,654,328
Fire/Rescue Capital Projects	12,717,183	-	12,717,183
Street Improvement Bond Capital	17,840,414	-	17,840,414

Council Member Robinson made a motion to approve. Mayor Pro Tem Daniels seconded the motion and it carried unanimously 6:0.

X. Review of February 8, 2024 City Council Agenda

XI. City Manager's Report

City Manager Cowin shared a video featuring local historian, Mr. Roger Kammerer, to commemorate the City's 250th anniversary.

XII. Comments from Mayor and City Council

The Mayor and City Council made general comments about current and upcoming events.

XIII. Adjournment

Hearing no further business, Mayor Connelly called for a motion to adjourn. Council Member Robinson made a motion to adjourn. Council Member Blackburn seconded the motion and it carried unanimously 6:0. Mayor Connelly adjourned the meeting at 7:10 p.m.



OFFICIAL MINUTES
CITY COUNCIL MEETING
CITY OF GREENVILLE, NORTH CAROLINA
FEBRUARY 8, 2024, 6:00 PM



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I. Call Meeting To Order

Mayor Connelly called the meeting to order at 6:05 p.m.

II. Invocation - Mayor Connelly

III. Pledge of Allegiance

IV. Roll Call

Present: Mayor P.J. Connelly, Mayor Pro Tem Monica Daniels, Council Member Tonya Foreman, Council Member Marion Blackburn, Council Member Matthew Scully, Council Member Les Robinson, Council Member Portia Willis

Absent: None

V. Approval of Agenda

Council Member Blackburn made a motion to approve the agenda as presented. Mayor Pro Tem Daniels seconded the motion and it carried unanimously 6:0.

VI. Special Recognitions

Retirees, Carlton Smith with the Public Works Department, and Augustus Etheridge with the Greenville Police Department, were recognized for their years of service with the City of Greenville. City Manager Cowin, Mayor Connelly, and the City Council expressed appreciation for their contributions and hard work.

- 1.. Carlton Smith - Public Works Department Retiree
- 2.. Augustus Etheridge - Police Department Retiree

VII. Public Comment Period

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registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

Mayor Connelly opened the Public Comment Period up at 6:13 p.m. and invited interested speakers to come forward.

The following speakers came forward to individually request that the City Council consider the addition of rectangular fields when looking at options for a sports complex. They stated a lack of facilities in the County and the limitations it creates when organizing schedules and tournaments. Speakers spoke on the outreach efforts of the local lacrosse community to make the sport accessible for everyone by fundraising to reduce and offset the costs for those that need the additional support. Speakers cited a lack of facilities in the County and the potential for an increase in tournaments and the potential for increased economic impact from those tournaments.

Dr. Rob McCarthy, Ms. Celie Edwards, Mr. Ryan Cudrik, Mr. John Briley, Mr. Cam Evans, Ms. Ashley Hutchinson, Ms. Meredith Hinton, Mr. Kyle Peacock, Mr. Carson Ivey, Mr. Blake Williams, Mr. Gang Zhang, Ms. Addison Hutchinson, Ms. Elizabeth Briley, Ms. Brittany Jesmer, Mr. Byrd Jones

Seeing no additional speakers, Mayor Connelly closed the Public Comment Period at 6:50 p.m.

VIII.Appointments

3.. Appointments to Boards and Commissions

The following appointments were made:

Board of Adjustment - Nola Dixon

Human Relations Council - Dajon Williams, Thomas Remington

Police Community Relations Committee - Eric Ellison

IX. New Business

Public Hearings

4.. Ordinance to annex Langston West, Phase 13, Section 1 involving 22.3641 acres located at the current terminus of South Bend Road

Planner Chris Kelly delineated the area and provided an overview of the request to the City Council. Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing at 6:55 p.m. and called for speakers in favor of the request to come forward. Seeing none, he called on speakers in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:56 p.m.



Council Member Robinson made a motion to approve the request. Council Member Blackburn seconded the request and it passed unanimously 6:0.

- 5.. Ordinance to annex Northside Commercial Center, Lot 4 involving 1.45 acres located at the southeastern corner of the intersection of Marine Drive and Northeast Greenville Boulevard

Planner Chris Kelly delineated the area and provided an overview of the request to the City Council.

Council Member Blackburn asked for the name of the business on the property.

Planner Kelly stated it was a Quick Lube.

Hearing no additional questions from the Council for staff, Mayor Connelly opened the public hearing at 6:58 p.m. and called for speakers in favor of the request to come forward. Seeing none, he called on speakers in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 6:59 p.m.

Mayor Pro Tem Daniels made a motion to approve the request. Council Member Blackburn seconded the request and it passed unanimously 6:0.

- 6.. Ordinance to annex Northside Commercial Center, Lot 6 involving 1.74 acres located at the southwestern corner of the intersection of Marine Drive and Tupper Drive

Planner Chris Kelly delineated the area and provided an overview of the request to the City Council. Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing at 7:00 p.m. and called for speakers in favor of the request to come forward. Seeing none, he called on speakers in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 7:01 p.m.

Mayor Pro Tem Daniels made a motion to approve the request. Council Member Blackburn seconded the request and it passed unanimously 6:0.

- 7.. Ordinance to annex Rosewood Subdivision, Block D, Lot 1 involving 0.3673 acres located at the southeastern corner of the intersection of Pine Drive and Greaves Court

Planner Chris Kelly delineated the area and provided an overview of the request to the City Council. Hearing no questions from the Council for staff, Mayor Connelly opened the public hearing at 7:02 p.m. and called for speakers in favor of the request to come forward.

Mr. William Holley - Mr. Holley stated that he is the property owner and he purchased the home in 1992. He stated that he would like to hook into City services because his septic system has failed.



Seeing no additional speakers in favor of the request, Mayor Connelly called on speakers in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 7:04 p.m.

Council Member Robinson made a motion to approve the request. Council Member Blackburn seconded the request and it passed unanimously 6:0.

8.. Ordinance requested by William and Janet Holley to rezone 0.3673 acres located at the southeastern corner of the intersection of Pine Drive and Greaves Court from RR (Rural-Residential – Pitt County’s Jurisdiction) to R15S (Residential-Single-Family)

Planner Chris Kelly delineated the area and provided an overview of the request to the City Council.

Council Member Blackburn asked if this rezoning would require a 10-year detention.

Chief Planner Chantae Gooby stated that would not be germane to this request since the property is already developed.

Hearing no additional questions from the Council for staff, Mayor Connelly opened the public hearing at 7:07 p.m. and called for speakers in favor of the request to come forward.

Mr. William Holley - Mr. Holley stated that his house is the highest house in Rosewood and everything drains away from his house.

Seeing no additional speakers in favor of the request, Mayor Connelly called on speakers in opposition to come forward to speak. Seeing none, Mayor Connelly closed the public hearing at 7:08 p.m.

Council Member Robinson made a motion to approve the request. Council Member Blackburn seconded the request and it passed unanimously 6:0.

X. City Manager's Report

City Manager Cowin spotlighted Public Works employees Mr. Carlos Wooten, Mr. Keytred Baker, and Mr. Maurice Edwards for their efforts and exemplary work rolling out the new sanitation collection routes throughout the City.

XI. Comments from Mayor and City Council

The Mayor and City Council made general comments about current and upcoming events in the community.

XII. Adjournment

Seeing no additional business, Mayor Connelly called for a motion to adjourn. Council Member Blackburn made a motion to adjourn. Mayor Pro Tem Daniels seconded the motion and it passed



unanimously 6:0. Mayor Connelly adjourned the meeting at 7:24 p.m.





City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Resolution of Intent to Close Proctor Circle

Explanation: Proctor Circle is a dedicated but unimproved street located in Indigreen Subdivision, being on the northwest side of Sugg Parkway. It is located in the ETJ and was intended to be accepted and maintained by NCDOT once construction was complete. However, the adjoining property owners have requested that Proctor Circle be closed.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its February 20, 2024, meeting.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests utility easements over and upon water and sewer lines in the right-of-way to be withdrawn.

A Resolution of Intent to Close is attached for City Council's consideration.

Fiscal Note: No funds are budgeted for annual maintenance of unimproved streets in the ETJ.

Recommendation: Approve the Resolution of Intent to Close Proctor Circle, setting a Public Hearing on April 11, 2024, to consider the Resolution to Close.

ATTACHMENTS

- [Intent_to_Close_Proctor_Circle_Resolution.pdf](#)
- [Proctor_Circle_Street_Closing_Map.pdf](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE PROCTOR CIRCLE

WHEREAS, the City Council intends to close Proctor Circle located in Indigreen Subdivision being on the northwest side of Sugg Parkway, in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close Proctor Circle located in Indigreen Subdivision being on the northwest side of Sugg Parkway, more particularly described as follows:

Description for Proctor Circle:

Beginning at an existing disturbed 1" outside diameter iron pipe, marking the intersection of the western right of way of Sugg Parkway and a sight distance line of the northern right of way of Proctor Circle; thence from the POINT OF BEGINNING in a southern direction with an extension of the Sugg Parkway right of way S 13°16'38" W - 220.00 feet to a point; thence cornering with sight distance line of the southern right of way of Proctor Circle N 05°08'50" E - 70.71 feet to a point; thence continuing with the right of way of Proctor Circle N 76°43'22" W - 204.36 feet to a point, marked by an existing disturbed 1" outside diameter pipe; thence with a curve to the right, having an arc length of 346.95 feet, a radius of 1080.00 feet, a chord bearing and length of N 67°31'12" W - 345.46 feet to a point; thence with a reverse curve to the left having an arc length of 24.37 feet, a radius of 25.00 feet, a chord bearing and length of N 86°14'42" W - 23.42 feet to a point; thence with a reverse curve to the right having an arc length of 40.50 feet, a radius of 100.00 feet, a chord bearing and length of S 77°25'45" W - 40.22 feet to a point; thence with a compound curve to the right having an arc length of 221.51 feet, a radius of 100.00 feet, a chord bearing and length of N 27°30'38" W - 178.92 feet to a point; thence with a compound curve to the right having an arc length of 213.49 feet, a radius of 100.00 feet, a chord bearing and length of S 82°53'30" E - 175.20 feet to a point, marked by an existing disturbed 1" outside diameter iron pipe; thence with a compound curve to the right having an arc length of 43.28 feet, a radius of 100.00 feet, a chord bearing and length of S 09°19'48" E - 42.95 feet to a point; thence with a reverse curve to the left having an arc length of 26.95 feet, a radius of 25.00 feet, a chord bearing and length of S 27°48'28" E - 25.66 feet to a point; thence with a compound curve to the left having an arc length of 314.81 feet, a radius of 1000.00 feet, a chord bearing and length of S 67°42'16" E - 313.51 feet to a point, marked by an existing 1.5" outside diameter pipe; thence S 76°43'22" E - 204.36 feet to a point; thence with the northern Proctor Circle sight distance line N 21°24'26" E -70.71 feet to a point, marked by an existing disturbed 1" outside diameter iron pipe, the POINT OF BEGINNING; having an area of 1.758 acres more or less and being all of Proctor Circle shown on a Street Closing Map for Proctor Circle, prepared by Rivers and Associates, Inc. drawing Z-2724, dated January 16, 2024, and incorporated herein by reference.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 11th day of April, 2024, at 6:00 p.m., to consider the advisability of closing the aforesaid street sections. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above-described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 11th day of March, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

M.B. 46 PG. 86 (12/19/1995)

LEGEND:

---	STREET CLOSING BOUNDARY LINE
---	ADJOINING OWNER PARCEL LINE
---	RIGHT-OF-WAY (R/W)
---	EXISTING WATER LINE (W.L.) (SCHEMATICS)
---	EDGE OF ASPHALT
---	EXISTING SANITARY SEWER (S.S.)
---	EXISTING EASEMENT
---	EDGE OF GRAVEL
---	EXISTING UNDERGROUND ELECTRIC (SCHEMATIC)
---	EXISTING UNDERGROUND COMMUNICATION (MARKED)
---	EXISTING GAS LINE (G.L.)
---	EXISTING STORM DRAIN
---	EXISTING IRON PIPE
---	OUTSIDE DIAMETER
---	DISTURBED
---	CHORD
---	BEARING
---	PAVEMENT
---	TYPICAL
---	DEED BOOK
---	MAP BOOK
---	PAGE
---	NOW OR FORMERLY
---	RIGHT-OF-WAY
---	PARCEL NUMBER
---	POLYVINYL CHLORIDE
---	DUCTILE IRON PIPE
---	VITRIFIED CLAY PIPE
---	CONCRETE PIPE
---	CORRUGATED METAL PIPE
---	SANITARY SEWER MANHOLE
---	FIRE HYDRANT
---	WATER VALVE
---	HOTBOX
---	RECORDED BLOCK/LOT NUMBER
---	ELECTRIC BOX
---	LIGHT POLE
---	GAS VALVE
---	FIBER OPTIC MARKER
---	SIGN
---	ASPHALT
---	CRUSHED ROCK/SOIL PATHS
---	EASEMENTS AS NOTED M.B. 46 PG. 86
---	EASEMENTS RETAINED OVER EXISTING LINES AS NOTED

REFERENCES:

M.B. 46 PG. 86
 D.B. Z-43 PG. 381
 D.B. H-38 PG. 125
 M.B. 24 PG. 13/13A
 M.B. 43 PG. 196
 RIVERS DRAWING 2637
 RIVERS DRAWING W-1998-RD

STATE OF NORTH CAROLINA
 COUNTY OF PITT

I, _____
 A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
 DATE _____

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 D.B. Z-43 PG. 381, D.B. H-38 PG. 125

PROFESSIONAL LAND SURVEYOR
 REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB ON 1/15/2024-1/26/2024; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY HAND AND SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 16TH DAY OF JANUARY, 2024.

PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER L-4262

DATE 1/16/2024

SURVEY RB DRAFT PH/KB
 DESIGN CHECK PWH

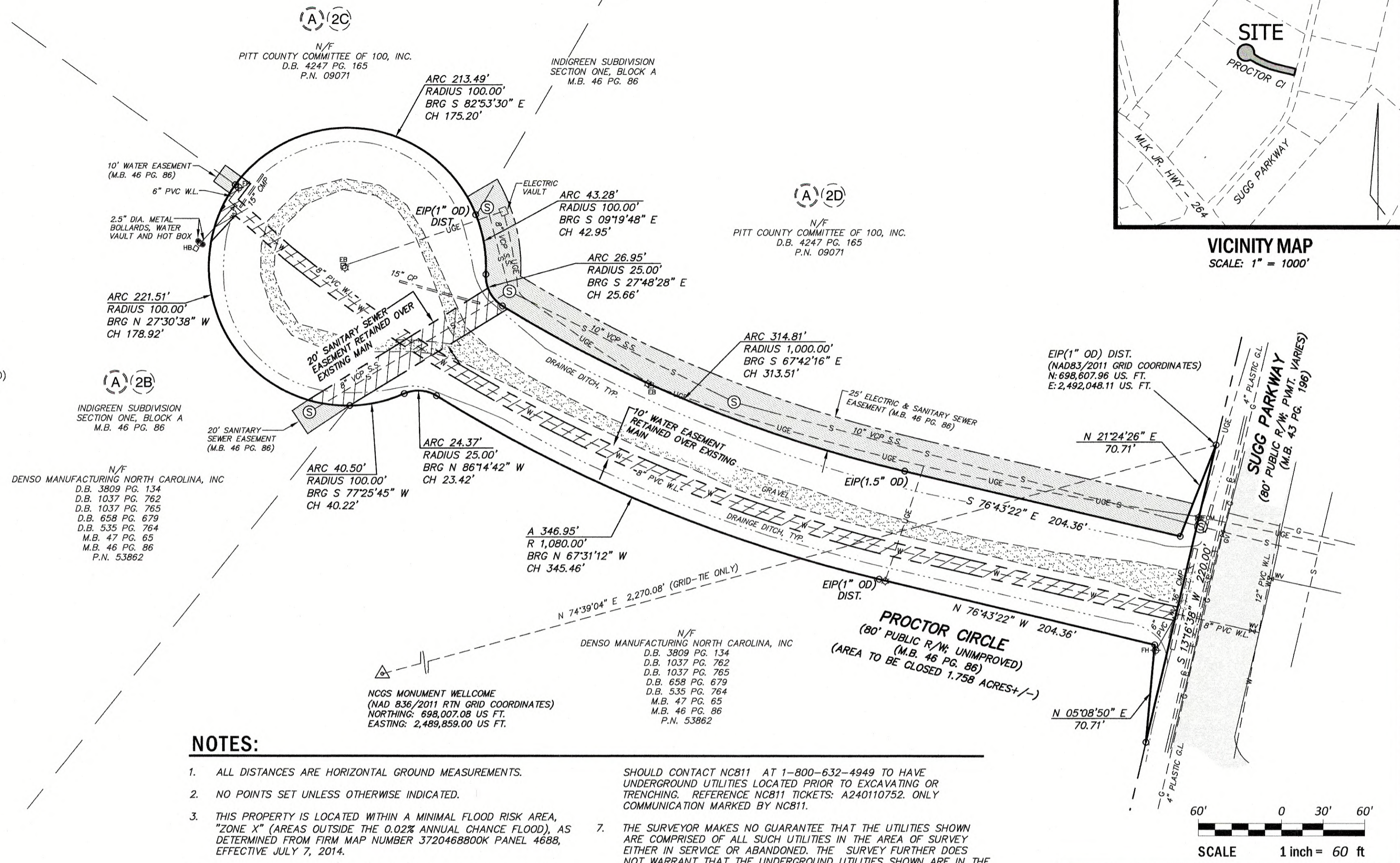
NC License: F-0334

Rivers
 & ASSOCIATES, INC.
 riversandassociates.com Since 1918

Engineers
 Planners
 Surveyors
 Landscape Architects
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

STREET CLOSING MAP FOR
PROCTOR CIRCLE
 CITY OF GREENVILLE, PACTOLUS TOWNSHIP, PITT CO., N.C.

SCALE 1" = 60'
 DRAWING NO. Z-2724
 SHEET 1 OF 1



NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- NO POINTS SET UNLESS OTHERWISE INDICATED.
- THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720468800K PANEL 4688, EFFECTIVE JULY 7, 2014.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL FIELD LOCATION OF MARKINGS PAINTED BY NC811 (AS NOTED) AND IN PART FROM SCHEMATICS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. REFERENCE NC811 TICKETS: A240110752. ONLY COMMUNICATION MARKED BY NC811.
- THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

#2-2/15/2024: REVISED PER GUC COMMENTS.
 REVISIONS: #1-1/26/2024: UNDERGROUND COMMUNICATION FROM NC811 MARKINGS.

PRELIMINARY
 NOT FOR RECORDATION, SALES, OR CONVEYANCES

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE PROCTOR CIRCLE.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

P:\LandDev\Greenville, NC Alliance-Proctor_Cir_Street_Closing-20240305\PROJECT_DRAWING\2724_Street_Closing_Map.dwg - Layout1: HARTMAN; 15-Feb-24 @ 10:32:27 AM



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Resolution of Intent to Close Unimproved Sections of Laurel Street, Second Street Terrace, and Sycamore Street in College Heights Subdivision

Explanation: The United Methodist Retirement Homes, Inc. has requested to close unimproved sections of Laurel Street, Second Street Terrace, and Sycamore Street, located in College Heights Subdivision.

The Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its February 20, 2024, meeting.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests utility easements over and upon utility lines to remain in the right-of-way to be withdrawn.

A Resolution of Intent to Close is attached for City Council's consideration.

Fiscal Note: No funds are budgeted for annual maintenance of unimproved streets.

Recommendation: Approve the Resolution of Intent to Close unimproved sections of Laurel Street, Second Street Terrace, and Sycamore Street in College Heights Subdivision setting a Public Hearing on April 11, 2024, to consider the Resolution to Close.

ATTACHMENTS

- [Resolution_of_Intent_to_Laurel_-_Second_Street_Terrace-_Sycamore_Street.pdf](#)
- [Cypress Glen Street Closing Map.pdf](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE UNIMPROVED SECTIONS OF LAUREL STREET,
SECOND STREET TERRACE, AND SYCAMORE STREET
IN COLLEGE HEIGHTS SUBDIVISION

WHEREAS, the City Council intends to close unimproved sections of Laurel Street, Second Street Terrace, and Sycamore Street in College Heights Subdivision, in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close unimproved sections of Laurel Street, Second Street Terrace, and Sycamore Street in College Heights Subdivision, more particularly described as follows:

Description for Laurel Street, Second Street Terrace, and Sycamore Street.

Lying and being in the City of Greenville on the north side of Third Street and being more particularly described as follows:

BEGINNING at an existing iron stake at the intersection of the western right-of-way of Laurel Street and the northern right-of-way of Third Street and lying S 76-45-02 E - 9524.02 feet from N.G.S. "Plant" having NAD 83 grid coordinates N (y) = 682,826.34 feet, E (x) = 2482032.22 feet, thence N 15-36-29 E - 168.32 feet to a point; thence S 78-51-37 E - 506.43 feet to an existing iron pipe; thence S 15-54-32 W - 143.57 feet to an existing iron pipe in the intersection of the eastern right-of-way of Sycamore Street and the northern right-of-way of Third Street; thence N 80-59-36 W - 57.25 feet to a point; thence N 15-54-32 E - 115.59 feet to an existing iron pipe; thence N 78-40-15 W - 278.90 feet to a point; thence S 15-36-29 W - 137.01 feet to an existing iron pipe; thence N 81-51-34 W - 57.66 feet to the point and place of beginning containing 30,279 square feet or 0.695 acres more or less.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 11th day of April, 2024, at 6:00 p.m., to consider the advisability of closing the aforesaid street sections. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above-described street, as shown on the County tax

records, and that a copy of this resolution be posted in at least two (2) places along the portion of the streets to be closed.

Duly adopted this the 11th day of March, 2024.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NC GRID
NAD 83/2007

- NOTES:
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 - 2) THIS PROPERTY IS SUBJECT TO THE TAR/PAMLICO RIVER RIPARIAN BUFFER RULES.
 - 3) THE SURVEYOR MADE NO ATTEMPT TO LOCATE OR DELINEATE ANY WETLANDS LOCATED ON THE SUBJECT PROPERTY.
 - 4) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
 - 5) THE PROPERTY DEPICTED IN THIS SURVEY IS LOCATED IN ZONE X AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM N.F.I.P. RATE MAP DATED JULY 7, 2014 COMMUNITY PANEL NUMBER 3720468800K.
 - 6) FOR BUILDING SETBACK RESTRICTIONS REFER TO THE CITY OF GREENVILLE ZONING REQUIREMENTS.
 - 7) STREET RIGHT-OF-WAYS THAT ARE SHOWN TO BE ABANDONED ARE UNIMPROVED AND CONTAIN NO ABOVE GROUND OR SUBSURFACE UTILITIES.

I, WILLIAM B. HILLIARD, PROFESSIONAL LAND SURVEYOR NO. L-4509, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS, OR :

A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;

B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;

C. ANY OF THE FOLLOWING:

1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE; OR
3. THAT THE SURVEY IS A CONTROL SURVEY.

D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

STATE OF NORTH CAROLINA PITT COUNTY

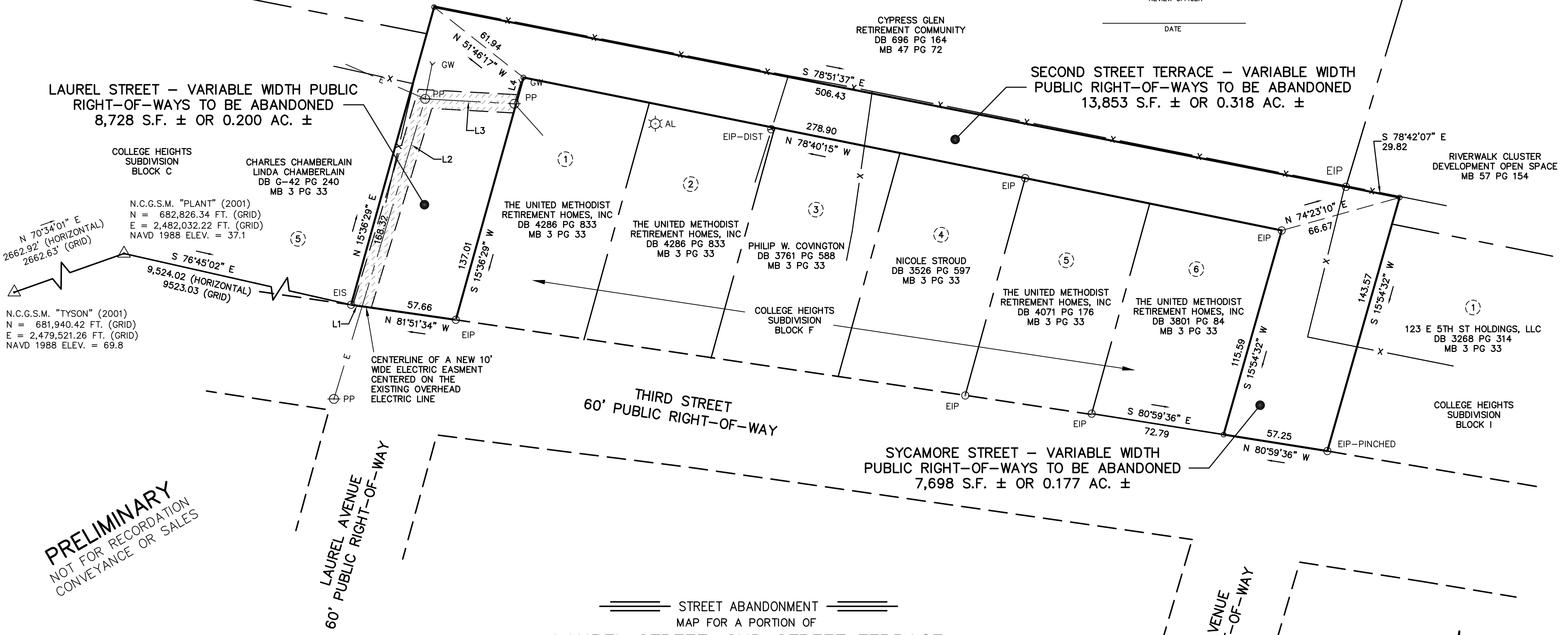
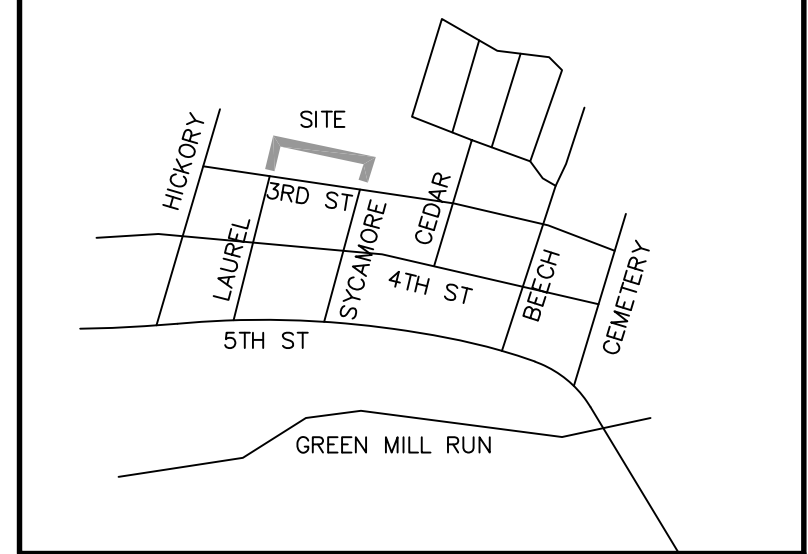
I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE AND LICENSE NUMBER AND SEAL THIS DATE DAY OF MONTH, 2024.

PRELIMINARY
NOT FOR RECORDATION
CONVEYANCE OR SALES

I, _____, REVIEW OFFICER OF _____ COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

DATE



STREET ABANDONMENT
MAP FOR A PORTION OF
LAUREL STREET, 2ND STREET TERRACE
AND SYCAMORE STREET AS RECORDED IN
MAP BOOK 3 PAGE 33 COLLEGE HEIGHTS SUBDIVISION

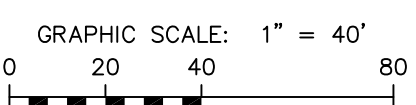
CITY OF GREENVILLE PITT COUNTY DATE NORTH CAROLINA

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF LAUREL AVENUE, SECOND STREET TERRACE AND SYCAMORE STREET.

RESOLUTION: _____
SIGNED: _____
SIGNED: _____

LEGEND

— X —	= EXISTING FENCE
— E —	= OVERHEAD ELECTRIC LINE
— UE —	= UNDERGROUND ELECTRIC LINE
— UG —	= UNDERGROUND GAS LINE
— SS —	= SANITARY SEWER MANHOLE
— W —	= WATER LINE
○	= NO POINT SET



REVISION	DATE	INIT.

DRAWN BY: WBH	PROJECT NO.: 20220019
SURVEYED BY: GDF	DATE: DATE
SCALE: 1" = 40'	DRAWING NAME: street-abandon

THE EAST GROUP
 324 S. EVANS ST. GREENVILLE, NC 27834 (252) 758-3746
 4325 LAKE BOONE TRAIL SUITE 311 RALEIGH, NC 27607 (919) 784-9330
 CORPORATE LICENSE NO. C0206
 • Engineering • Architecture • Surveying • Technology

THIS DRAWING IS THE PROPERTY OF THE EAST GROUP, P.A. ANY USE, REUSE, REPRODUCTION, DISPLAY OR SALE OF THIS DRAWING WITHOUT WRITTEN CONSENT OF THE EAST GROUP, P.A. IS STRICTLY PROHIBITED.



City of Greenville, North Carolina

Meeting Date: 03/11/2024

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park, Phase 7
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Davenport Farms at Emerald Park, Phase 7 (Map Book 90 at Page 160). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2023-2024 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Davenport Farms at Emerald Park, Phase 7

ATTACHMENTS

- [Emerald_Pk_Ph_7_Resolution.pdf](#)
- [Davenport Farms PH7 FP23-22.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:

Davenport Farms at Emerald Park, Phase 7 Map Book 90 at Page 160

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

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

Adopted the 11th day of March, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

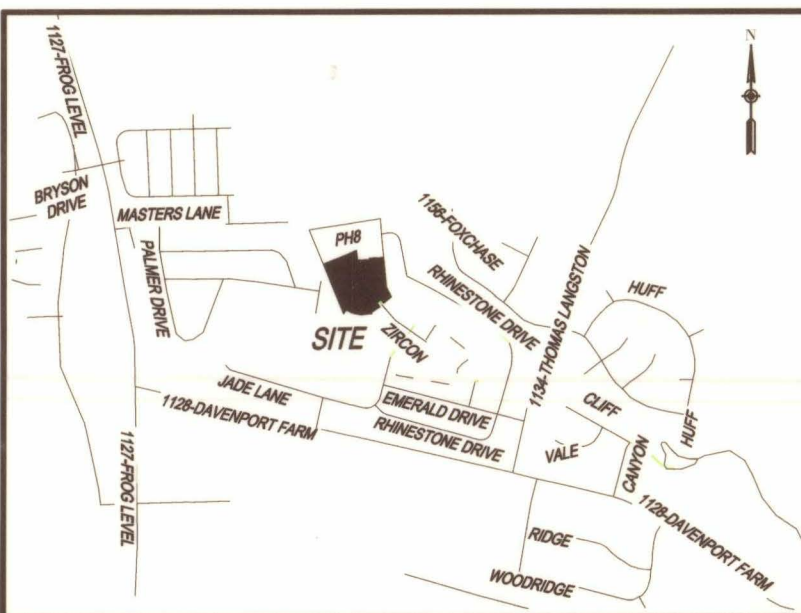
NORTH CAROLINA
PITT COUNTY

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 11th day of March, 2024.

Notary Public

My Commission Expires:



VICINITY MAP
NOT TO SCALE



NOTES:

1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 3720466003, EFFECTIVE DATE 07/07/2014.
4. IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED.
5. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

LEGEND

- EIP= EXISTING IRON PIPE
- EIR= EXISTING IRON ROD
- NIS= NEW IRON STAKE
- NPS= NO POINT SET
- R/W= RIGHT-OF-WAY
- NPF= NO POINT FOUND
- ⊙= CHANGE IN DIRECTION OF A LINE
- PC= POINT OF CURVATURE
- PT= POINT OF TANGENCY
- BC= BACK OF CURB
- MBL= MINIMUM BUILDING LINE
- CH= CHORD
- DI= DROP INLET

60 30 0 60 120
GRAPHIC SCALE: 1"=60'
SHEET 1 OF 1

A PORTION OF PN 33365

MAP FOR RECORD

DAVENPORT FARMS AT EMERALD PARK, PHASE 7
CLUSTER DEVELOPMENT

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 3509,
PAGE 705 OF THE PITT COUNTY REGISTRY.
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

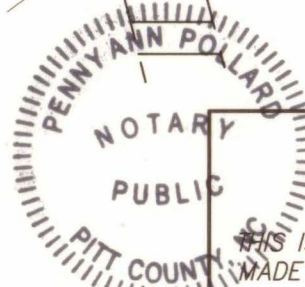
OWNER: BILL CLARK HOMES OF GREENVILLE, LLC

ADDRESS: 200 E ARLINGTON BLVD, SUITE A
GREENVILLE, NC 27858

PHONE: (252) 355-5805

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

SURVEYED: DWE APPROVED: DTB
DRAWN: DM DATE: 7/6/23
CHECKED: DTB SCALE: 1" = 60'



OWNER STATEMENT

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

Kathryn Smith
OWNER
Chantae Wood
CITY PLANNER

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST
INSTRUMENT(S) IN THE CHAIN OF TITLE(S)
OF THIS PROPERTY AS RECORDED IN THE PITT
COUNTY REGISTRY AT GREENVILLE NORTH
CAROLINA IS:
DEED BOOK 3509 PAGE 705
DEED BOOK PAGE
DEED BOOK PAGE
N.C. LICENSE NO. L-4146

APPROVAL

THIS FINAL PLAT 23-22 WAS
APPROVED BY THE SUBDIVISION REVIEW BOARD
IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF
THE GREENVILLE CITY CODE THE 11 DAY OF
July 2023
SIGNED *Chantae Wood*

DEDICATION

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

Kathryn Smith
OWNER
Chantae Wood
CITY PLANNER

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

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS
THE 7th DAY OF July, 2023
SIGNED *Deborah T. Boyette*
PROFESSIONAL LAND SURVEYOR L-4146

REVIEW OFFICER'S CERTIFICATE
I, *Chantae M. Goody*, REVIEW
OFFICER OF PITT COUNTY, CERTIFY THAT THE
MAP OR PLAT TO WHICH THIS CERTIFICATION IS
AFFIXED MEETS ALL STATUTORY REQUIREMENTS
FOR RECORDING.
Chantae Wood
REVIEW OFFICER
DATE 7/11/2023

SITE DATA

NUMBER OF LOTS CREATED..... 27
TOTAL AREA IN TRACT..... 7.3658 AC
AREA IN COMMON AREA..... 0 AC
AREA IN PARKS, RECREATION AREAS AND
THE LIKE..... 0
LINEAR FEET IN PUBLIC STREET..... 1,069 LF

REMAINDER OF
PN 33365
BILL CLARK HOMES
OF GREENVILLE, LLC
DB 3509, PG 705
MB 25, PG 86

Doc ID: 015754150001 Type: CRP
Recorded: 07/11/2023 at 01:11:07 PM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 90 PG 160

COPY

REMAINDER OF
PN 33365

CURVE TABLE					
CURVE #	LENGTH	DELTA	RADIUS	CH DIRECTION	CH LENGTH
C1	74.26'	10°46'16"	395.00'	S 24°34'13" E	74.15'
C2	74.49'	10°48'18"	395.00'	S 13°46'56" E	74.38'
C3	74.72'	10°50'18"	395.00'	S 02°57'38" E	74.61'
C4	17.15'	2°29'14"	395.00'	S 03°42'08" W	17.14'
C5	52.85'	6°48'16"	445.00'	S 01°32'36" W	52.82'
C6	66.00'	8°29'52"	445.00'	S 06°06'28" E	65.94'
C7	36.61'	8°53'36"	25.00'	N 31°35'24" E	33.42'
C8	43.45'	19°54'53"	125.00'	S 83°29'36" W	43.23'
C9	199.61'	91°29'45"	125.00'	S 40°48'08" E	179.07'
C10	35.88'	34°50'37"	59.00'	N 12°29'57" W	35.33'
C11	55.82'	54°12'28"	59.00'	N 57°01'30" W	53.76'
C12	55.81'	54°12'04"	59.00'	S 68°46'14" W	53.76'
C13	60.61'	58°51'41"	59.00'	S 12°14'22" W	57.98'
C14	58.57'	56°52'57"	59.00'	S 45°37'57" E	56.20'
C15	34.48'	79°01'10"	25.00'	N 34°33'50" W	31.81'
C16	64.33'	21°03'40"	175.00'	S 05°35'05" E	63.97'
C17	69.99'	22°54'51"	175.00'	S 27°34'17" E	69.52'
C18	69.99'	22°54'51"	175.00'	S 50°29'08" E	69.52'
C19	69.92'	22°53'36"	175.00'	S 73°23'22" E	69.46'
C20	66.06'	21°37'43"	175.00'	N 84°21'02" E	65.67'
C21	36.60'	8°53'35"	25.00'	N 64°31'01" W	33.42'
C22	58.22'	7°29'45"	445.00'	S 26°19'06" E	58.18'



SURVEYOR'S CERTIFICATE

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS
PLAT WAS DRAWN UNDER MY SUPERVISION FROM
AN ACTUAL FIELD SURVEY MADE UNDER MY
SUPERVISION (DEED DESCRIPTION RECORDED IN
BOOK 3509, PAGE 705, OR FROM BOOKS
REFERENCED HEREON); THAT THE BOUNDARIES NOT
SURVEYED ARE CLEARLY INDICATED AS DRAWN
FROM INFORMATION FOUND IN BOOK SEE,
PAGE PLAT, OR AS REFERENCED HEREON; THAT
THE RATIO OF PRECISION OR POSITIONAL ACCURACY
IS 1:29,901, THAT THIS MAP WAS PREPARED
IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.



City of Greenville, North Carolina

Meeting Date: 03/11/2024

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Davenport Farms at Emerald Park, Phase 8
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Davenport Farms at Emerald Park, Phase 8 (Map Book 90 at Page 161). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2023-2024 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Davenport Farms at Emerald Park, Phase 8.

ATTACHMENTS

- [Emerald_Pk_Ph_8_Resolution.pdf](#)
- [Davenport Farms PH8 FP23-23.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:

Davenport Farms at Emerald Park, Phase 8 Map Book 90 at Page 161

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

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

Adopted the 11th day of March, 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 11th day of March, 2024.

Notary Public

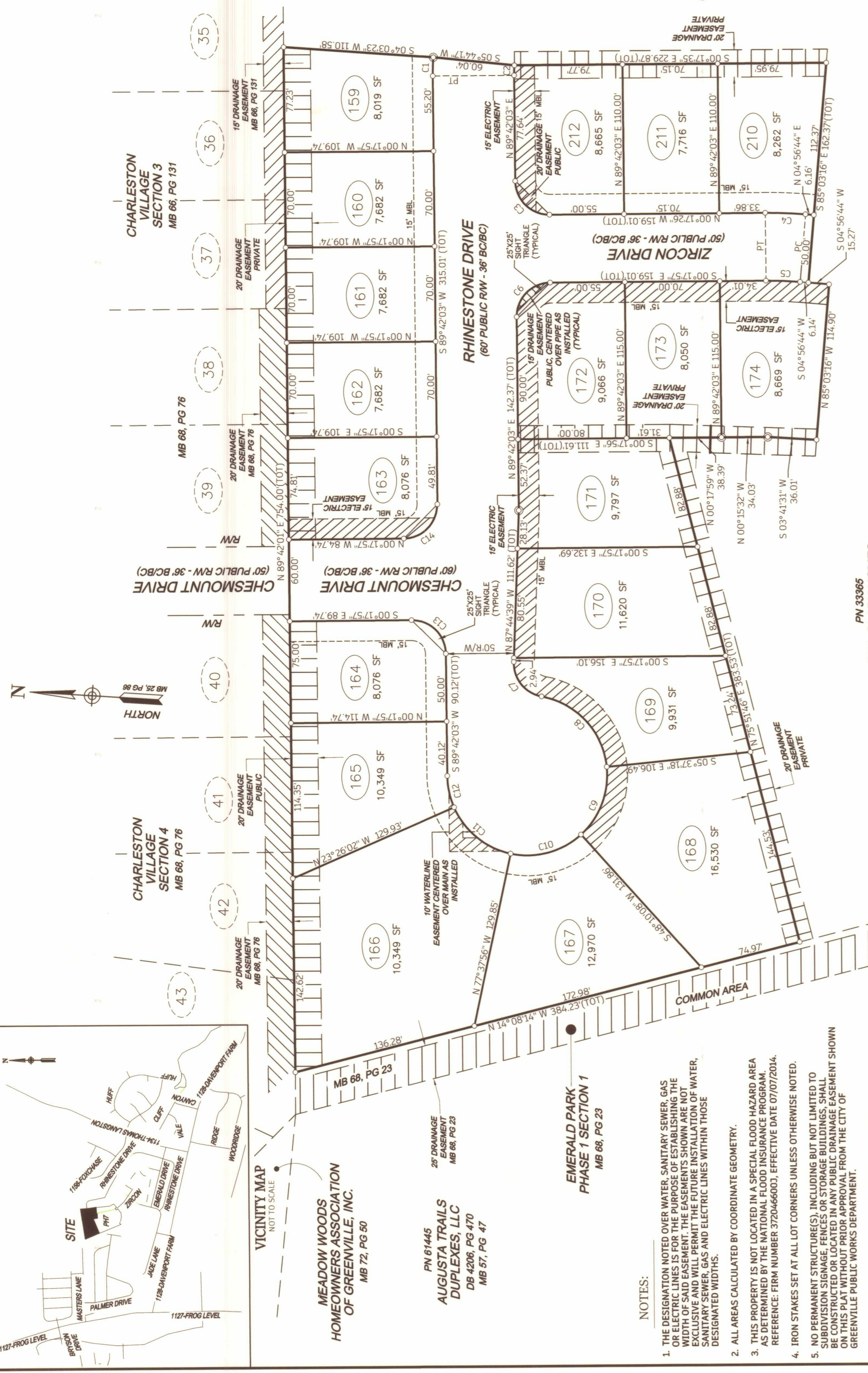
My Commission Expires:

SITE DATA

NUMBER OF LOTS CREATED.....19
 TOTAL AREA IN TRACT..... 5.7070 AC
 AREA IN COMMON AREA.....0
 AREA IN PARKS, RECREATION
 AREAS AND THE LIKE.....0
 LINEAR FEET IN PUBLIC STREETS.....776 LF

COPY

Doc. No. 01574190003 Type: SRP
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 RECORDER'S REG. OF DEEDS
BOOK 90 PAGE 161



CURVE TABLE

CURVE #	LENGTH	DELTA	RADIUS	CH DIRECTION	CH LENGTH
C1	13.64'	4°20'32"	180.00'	N 88°06'53" W	13.64'
C2	7.36'	3°30'52"	120.00'	N 88°32'31" W	7.36'
C3	39.27'	90°00'00"	25.00'	S 44°42'03" W	35.36'
C4	30.93'	5°27'08"	325.00'	N 02°12'55" E	30.91'
C5	25.15'	5°14'26"	275.00'	N 02°19'16" E	25.14'
C6	39.27'	89°59'40"	25.00'	N 45°18'08" W	35.35'
C7	35.59'	81°34'24"	25.00'	S 51°28'05" W	32.66'
C8	75.85'	73°39'32"	59.00'	N 47°30'40" E	70.73'
C9	55.43'	53°49'42"	59.00'	S 68°44'43" E	53.41'
C10	55.81'	54°11'56"	59.00'	S 14°43'54" E	53.75'
C11	55.81'	54°11'55"	59.00'	S 39°28'01" W	53.75'
C12	23.82'	23°08'04"	59.00'	S 78°08'01" W	23.66'
C13	39.25'	89°56'47"	25.00'	N 44°40'26" E	35.34'
C14	39.29'	90°03'00"	25.00'	S 45°19'27" E	35.37'

PN 33365
**BILL CLARK HOMES
 OF GREENVILLE, LLC**
 DB 8608, PG 705
 MB 25, PG 86



SURVEYOR'S CERTIFICATE

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3509, PAGE 705, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____, OR AS REFERENCED HEREON THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS _____, AS DETERMINED AND PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 THAT THIS PLAT IS A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS _____ DAY OF _____, 2023.

SIGNED: *Deborah T. Boyette*
 PROFESSIONAL LAND SURVEYOR L-4146

REVIEW OFFICER'S CERTIFICATE

I, *Chantia V. Gandy*, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED COMPLIES WITH ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *Chantia V. Gandy*
 REVIEW OFFICER
 DATE: 7/16/2023

DEDICATION

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

OWNER: *Bill Clark Homes of Greenville, LLC*
 SIGNED: *Deborah T. Boyette*
 ATTEST: *Chantia V. Gandy*

APPROVAL

THIS FINAL PLAT 23-23 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 11th DAY OF July, 2023.

SIGNED: *Chantia V. Gandy*
 CITY PLANNER

PIT CO-OWNER STATEMENT

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

OWNER: *Bill Clark Homes of Greenville, LLC*
 OWNER: *Deborah T. Boyette*
 OWNER: *Paula Ann Pollard*

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF July, 2023.
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON _____

SOURCE OF TITLE

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

DEED BOOK 3509 PAGE 705
 DEED BOOK _____ PAGE _____
 DEED BOOK _____ PAGE _____

N.C. LICENSE NO. L-4146

MAP FOR RECORD

DAVENPORT FARMS AT EMERALD PARK, PHASE 8
 CLUSTER DEVELOPMENT

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 3509, PAGE 705 OF THE PITT COUNTY REGISTRY, GREENVILLE, WINTERTVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: BILL CLARK HOMES OF GREENVILLE, LLC
 ADDRESS: 200 E ARLINGTON BLVD, SUITE A GREENVILLE, NC 27858
 PHONE: (252) 355-5805

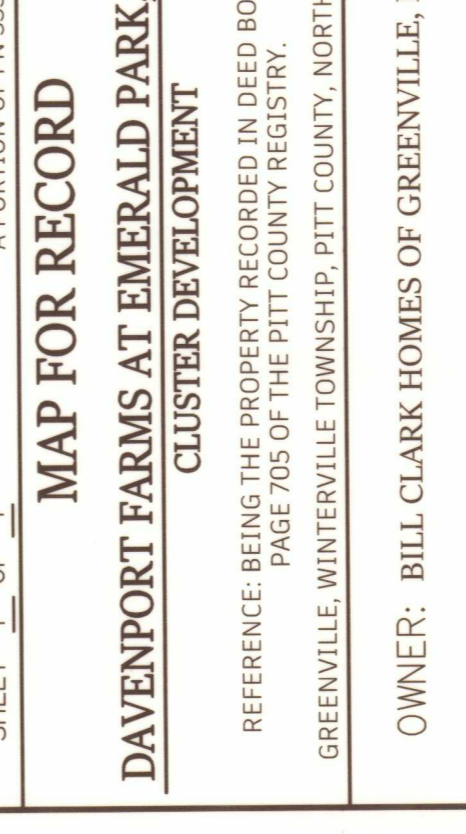
STROUD ENGINEERING, P.A.
 107-B COMMERCE STREET
 GREENVILLE, NC 27858
 (252) 756-9352
 LICENSE NO. C-0647

SURVEYED/DWE/JE: _____ APPROVED: DTB
 DRAWN: *DM* DATE: 7/16/23
 CHECKED: DTB SCALE: 1" = 60'

- NOTES:**
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM NUMBER 37204600D, EFFECTIVE DATE 07/07/2014.
 - IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 - NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APURTANANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, OR OTHER STRUCTURES OR OBJECTS SHALL BE CONSTRUCTED OR LOCATED WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

LEGEND

EM= EXISTING IRON PIPE
 EIS= EXISTING IRON STAKE
 NIS= NEW IRON STAKE
 NPS= NO POINT SET
 R/W= RIGHT-OF-WAY
 NPF= NO POINT FOUND
 C= CHANGE IN DIRECTION OF A LINE
 PC= POINT OF CURVATURE
 BC= BACK OF CURB
 MBL= MINIMUM BUILDING LINE
 CH= CHORD





City of Greenville, North Carolina

Meeting Date: 03/11/2024

-
- Title of Item:** Authorization to Acquire Permanent Drainage Easement, and Temporary Construction Easement, and reimbursement for removal of improvements within project area, for the Cedar Lane Stream Stabilization Project
- Explanation:** The proposed Cedar Lane stream stabilization project has extensive bank erosion and has received requests for assistance from property owners. The project is currently at 95% design and is scheduled to be bid for construction in March.
- The project requires purchasing a permanent drainage easement and temporary construction easement from the property owner of 1415 E Wright Rd for access to construct the temporary easement and future maintenance of the stream. The East Group is contracted with the City to negotiate the purchase of said easements, and using a staff developed formula (\$7,750 estimated value + \$4,000 estimated appraisal costs), the estimated cost to acquire the easements is \$11,750. City staff and/or The East Group, City's agent, negotiated a price to purchase the easements for \$11,800.
- Temporary construction access for the remainder of the project area will be acquired through Right of Entry Agreements with the property owners along E Wright Rd and Fletcher Place. These Right of Entry Agreements are provided at no cost to the City though some properties may require compensation for necessary removal of improvements within the project area such as sheds or outbuildings. Total compensation for any improvements should not exceed \$10,000 per property.
- Fiscal Note:** Authorize purchase of easements up to \$11,800 and reimbursement for removal of improvements within project area not to exceed \$10,000 per property (and it is estimated that removal of improvements will only apply to 3 properties). Funds for the project and noted acquisitions are provided by the Stormwater Management Fund.
- Recommendation:** Authorize the acquisition of permanent drainage easement and temporary construction easement at 1415 E Wright Rd not to exceed \$11,800 and reimbursement for removal of improvements within project area up to \$10,000 per property (and it is estimated that removal of improvements will only apply to 3 properties). Authorize execution of all documentation related to acquisition of easement and removal of above-described improvements including the attached offer to purchase and sales contract.

ATTACHMENTS

- Contract #2 and Offer to Purchase 1415 E Wright Rd Cedar Lane Stabilization project - 2 - COG.pdf**
- Exhibit A-Easement acquisition Survey Cedar Lane project 2 27 24.pdf**

OFFER TO PURCHASE AND SALES CONTRACT

City of Greenville Cedar Lane Stabilization Project
Tax Parcel Number: 17262

This Agreement by and between the City of Greenville ("City") a N.C. municipal corporation, and Frankie G. Bogenn, hereinafter called ("Owner" or "Seller"), whether one or more, shall be effective on the date of approval and execution by and on behalf of the City.

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City offers to purchase and Owner agrees to grant, bargain, sell and convey a portion of that certain property on the terms and conditions of the Offer to Purchase and Sales Contract made in accordance with its terms.

The purpose of this Contract is to provide information concerning the acquisition by the City of property located in Greenville, North Carolina.

The City and the Seller do further agree as follows:

Section 1. Terms and Definitions:

1. "Property": 1415 E. Wright Rd., Greenville, North Carolina, 27858 consisting of a portion of the Pitt County Tax Parcel Number 17262, described in the Pitt County Register of Deeds in Deed Book 3239, Page 799.
2. "Contract Date": This the _____ day of March, 2024.
3. "Seller's Notice Address shall be as follows:

1415 E. Wright Rd., Greenville, North Carolina, 27858

City's Notice Address shall be as follows:

City Manager
PO Box 7207
Greenville, NC 27835

Section 2. Property Being Acquired: The Property and interest being acquired is a permanent drainage easement and temporary construction easement on the Property with the address listed above and described on the attached Exhibit A (labeled "Easement Survey").

Section 3. Owner: The Owner of the property being acquired is the following:
Frankie G. Bogenn

Section 4. Purpose of Acquisition: The purpose for which the property is being acquired is for the completion of the Cedar Lane Stabilization Project.

Section 5. Amount of Just Compensation: The City has estimated the amount of just compensation for the property to be acquired. The amount of just compensation is based upon the fair market value of the property and the estimated cost of appraisal.

The amount of just compensation is the following: \$11,800.

Section 6. Evidence of Title: Seller agrees to convey good, marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, and (b) specific instruments on the public record at the Contract Date agreed to by City (not objected to by City), which specific instruments shall be enumerated in the deed being "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 7. Title Examination: After the Contract Date, City may, at City's expense, cause a title examination to be made of the Property. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then City shall promptly notify Seller in writing of all such title defects and exceptions and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then City may terminate this Agreement.

Section 8. Inspections: The City, its agents or representatives, at City's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that City shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by City. If City chooses not to purchase the Property, for any reason or no reason, and provides written notice to Seller thereof, then this Agreement shall terminate, and City shall receive a return of the Earnest Money, if any.

Section 9. Expenses Incidental to Transfer of Title: City will be responsible for all reasonable and necessary costs for documentation preparation, recording fees, revenue stamps, transfer taxes and any similar expenses incidental to convey the real property.

Section 10. Requirements: If this is a conveyance in fee simple for the entire parcel, any existing Mortgages, Loans, Deeds of Trust or Equity Lines along with any Bankruptcy, Judgments or Liens will be addressed prior to closing. Written approval may be required and a portion of any proceeds may be required to be paid if the situation should be pertinent to the property or property owner.

Section 11. Possession: Until payment is made, and in the absence of this Agreement between the parties, title and possession of the property to be conveyed to the City of Greenville shall remain with the Owners, who shall bear all risk of loss to any and all such property. In the event the condition of the property should change, for any reason, prior to the date of delivery of possession to the City shall have the right to immediately withdraw from this Agreement and declare this it null and void.

Section 12. Closing: The closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title, easement, or right of way at a time and location to be determined by the City Manager (or designee of the City Manager), within the City. In consideration of the property described herein, payment shall be made by the City to the Owner upon the recording of an instrument conveying the herein described permanent utility easement and/or right of way easement.

Section 13. Miscellaneous:

1. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all pre-existing agreements and understandings between them with respect thereto.
2. Modifications: This Agreement can be amended only by written agreement signed by the City and Owner of the property described herein.
3. Assignments: This Agreement shall not be assigned, transferred without the written consent of all parties and is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the City and Owner.
4. Execution in Counterparts: This Agreement may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.
5. Survival: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
6. Authority: Each party executing and delivering this Agreement or any Addendum or Counteroffer for it unconditionally and irrevocably warrants his or her authority to do so and to bind the party.

7. Choice of Law: This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the General Court of Justice in Pitt County, or, if in federal court, in the Eastern District of North Carolina.
8. Severability: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Signatures

CITY OF GREENVILLE

By: _____

Title: _____

Date: _____

OWNER/SELLER

By: _____

By: _____

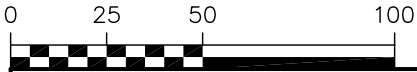
Frankie G. Bogenn

Date: _____

Date: _____

Exhibit "A"

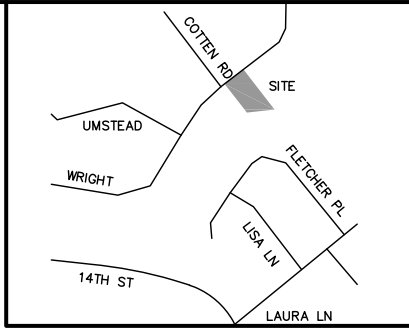
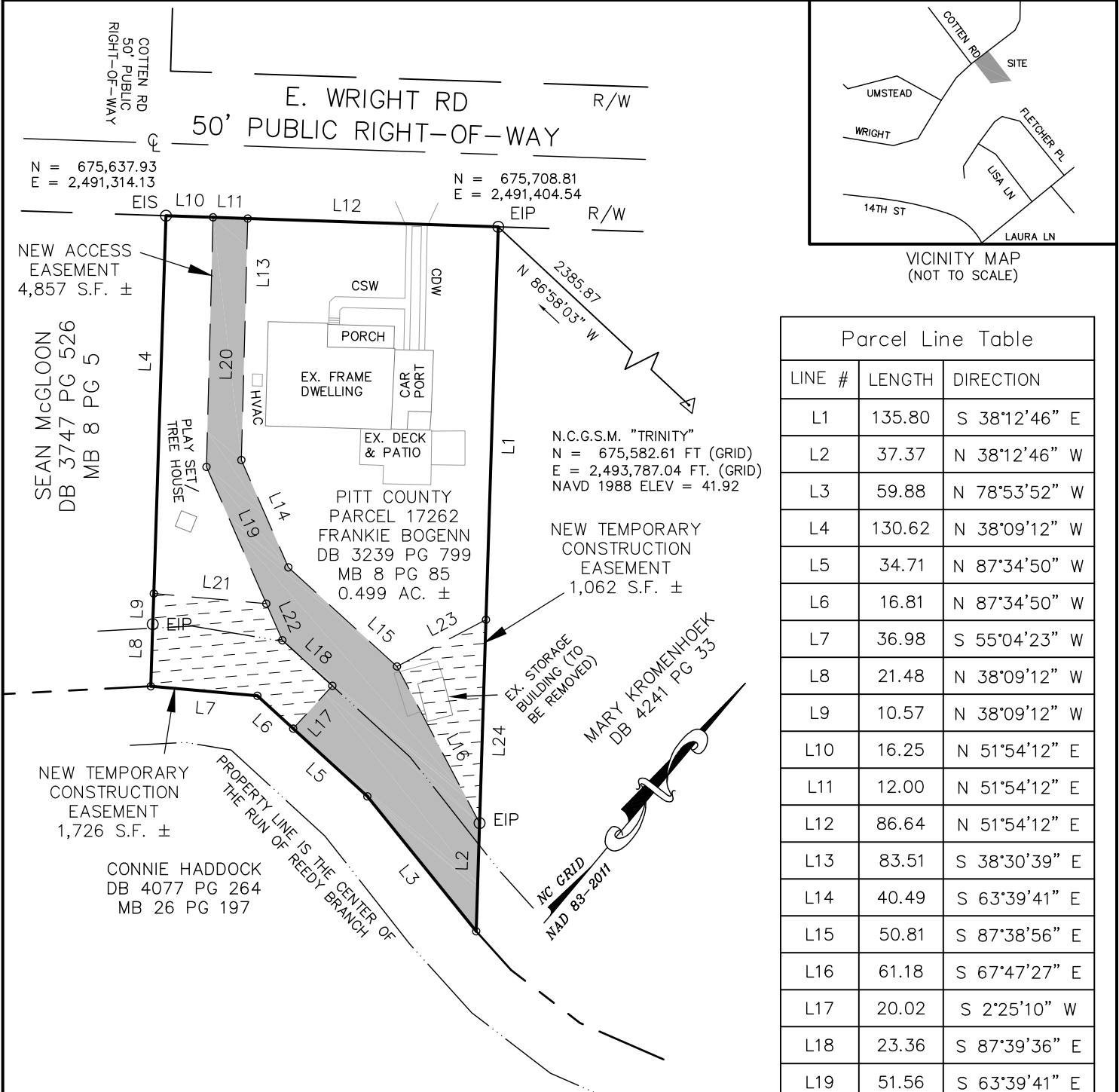
GRAPHIC SCALE: 1" = 50'



LEGEND

- = CENTERLINE
- = NOT TO SCALE
- = NO POINT SET

- EIP = EXISTING IRON PIPE
- EIS = EXISTING IRON STAKE



LINE #	LENGTH	DIRECTION
L1	135.80	S 38°12'46" E
L2	37.37	N 38°12'46" W
L3	59.88	N 78°53'52" W
L4	130.62	N 38°09'12" W
L5	34.71	N 87°34'50" W
L6	16.81	N 87°34'50" W
L7	36.98	S 55°04'23" W
L8	21.48	N 38°09'12" W
L9	10.57	N 38°09'12" W
L10	16.25	N 51°54'12" E
L11	12.00	N 51°54'12" E
L12	86.64	N 51°54'12" E
L13	83.51	S 38°30'39" E
L14	40.49	S 63°39'41" E
L15	50.81	S 87°38'56" E
L16	61.18	S 67°47'27" E
L17	20.02	S 2°25'10" W
L18	23.36	S 87°39'36" E
L19	51.56	S 63°39'41" E
L20	86.27	S 38°30'39" E
L21	39.05	N 55°04'23" E
L22	13.83	S 63°39'41" E
L23	34.73	N 22°12'33" E
L24	70.35	S 38°12'46" E

NOTES:

- 1) THIS PROPERTY IS SUBJECT TO THE TAR/PAMLICO RIVER RIPARIAN BUFFER RULES.
- 2) THE SURVEYOR MAKES NO GUARANTEE THAT THERE ARE NO OTHER EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
- 3) THE PORTION OF THE PROPERTY SHOWN IN THIS SURVEY IS LOCATED IN ZONE AE AND X AND IS PARTIALLY LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS TAKEN FROM N.F.I.P. RATE MAP DATED JULY 7, 2014 COMMUNITY PANEL NUMBER 3720469700K.
- 4) PROPERTY LINES SHOWN AS DASHED REPRESENT LINES NOT SURVEYED.
- 5) N.C. GRID COORDINATES ESTABLISHED FROM N.C.G.S.M. "TRINITY".

EASEMENT SURVEY

LOT NO. N/A BLOCK N/A

SUBDIVISION

CITY OF GREENVILLE TOWNSHIP, PITT COUNTY

SURVEY FOR NAME1

 NAME2

DRAWN BY: WBH PROJ. NO. : 20220136

SURVEYED BY: JAS DATE: 09/29/2023

SCALE: 1" = 50' DWG NAME: esmt.dwg

THE EAST GROUP
 324 S. EVANS ST. 4325 LAKE BOONE TRAIL SUITE 311
 GREENVILLE, NC 27834 RALEIGH, NC 27607
 (252) 758-3746 (919) 784-9330
 CORPORATE LICENSE NO. C0206

• Engineering • Architecture • Surveying • Technology

STATE OF NORTH CAROLINA PITT COUNTY

I, WILLIAM B. HILLIARD , CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK PAGE). THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS DATE DAY OF MONTH , 2023.

PRELIMINARY
 NOT FOR RECORDATION
 CONVEYANCE OR SALES

L - 4509

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

REVIEW OFFICER & DATE



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Resolution Authorizing Execution of Interlocal Agreement Between the City of Greenville and County of Pitt for Connection to the County's Core Communication System

Explanation: The City of Greenville and the County of Pitt desire to enter into a Interlocal Agreement for the City to have access to the County's P25 Radio Core Communication System. The County owns and operates a TDMA 700 MHz radio system and has completed the infrastructure necessary for local emergency voice communications interoperability with the procurement and installation of the P25 Core Site. The system has the capacity to allow other users to communicate on the system, both public safety and non-public safety agencies. The County has agreed to allow the City to use the system.

On November 09, 2023, the City Council authorized the Greenville Police Department to use Asset Forfeiture Funds to purchase hardwired fiber connection to the Pitt County 911 Core system. On March 11, 2024, City staff will request Council adopt an interlocal agreement between the City and the County for the City's access to P25 Radio Core.

Fiscal Note: Use of Asset Forfeiture Funds have already been approved for a one-time cost to purchase hardwired fiber connection to Pitt County 911 system in the amount of \$46,100.00. No monthly cost will be incurred.

Recommendation: Approval of the resolution authorizing execution of the Interlocal agreement between the City of Greenville and the County of Pitt.

ATTACHMENTS

- [COG-#1191084-v1-Resolution--COG-Pitt_County--Interlocal_Agreement_for_Access_to_P25_Radio_Core.docx](#)
- [COG-#1192010-v1-Pitt_County-COG--Interlocal_Agreement_for_Access_to_P25_Radio_Core_Final.docx](#)

RESOLUTION NO. _____

RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND APPROVE
AN INTERLOCAL AGREEMENT WITH THE COUNTY OF PITT ENTITLED:
INTERLOCAL AGREEMENT FOR ACCESS TO P25 RADIO CORE

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

WHEREAS, the City and the County of Pitt desire to enter into that certain Interlocal Agreement for Access to P25 Radio Core so as to facilitate the use by the City of the TDMA 700 MHz radio system, which is owned and operated by the County; and

WHEREAS, a copy of said Interlocal Agreement for Access to P25 Radio Core is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Interlocal Agreement for Access to P25 Radio Core by and between the City of Greenville and the County of Pitt be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the same on behalf of the City.

ADOPTED this the _____ day of _____, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1191084

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

**INTERLOCAL AGREEMENT FOR ACCESS
TO P25 RADIO CORE**

THIS Interlocal Agreement for Access to P25 Radio Core (“Agreement”) is made and entered into this the ____ day of _____, 2024, by and between Pitt County, a political subdivision of the State of North Carolina, with offices located at 1717 West Fifth Street, Greenville, North Carolina (the “County”) and the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, with offices located at 200 West Fifth Street, Greenville, North Carolina 27858, which includes its police department, the Greenville Police Department (“GPD”) and its fire and rescue department, Greenville Fire/Rescue (“GFR”) (collectively the “City”). The County and the City are each individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

WITNESSETH:

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

WHEREAS, the County owns and operates a TDMA 700 MHz radio system (the “System”) and has completed the infrastructure necessary for local emergency voice communications interoperability with the procurement and installation of the P25 Core Site (the “Core Site”); and

WHEREAS, the System has the capacity to allow other users to communicate on the System, both public safety and non-public safety agencies; and

WHEREAS, the County has agreed to allow use of the System by the City; and

WHEREAS, the City now requests direct use and connection to the Core Site; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement, specifically this Agreement, to provide the terms and conditions of their agreement for the City’s use of the Core Site.

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

1. **Purpose.** The purpose of this Agreement is to set forth the rights and obligations regarding the use of the Core Site by the City.
2. **Effective Date.** The Effective Date of this Agreement shall be the date when the City first uses the Core Site for operational purposes (excluding setup, testing, and training). The Parties shall promptly memorialize this Effective Date by indicating the date on a certificate that is approved in writing by authorized personnel of each Party.

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

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

5. **System Upgrade Agreement ("SUA").** The City must purchase and maintain a separate System Upgrade Agreement ("SUA") with Motorola to ensure all equipment is properly maintained and complaint. The City must have an active SUA on all consoles. The County reserves the right to request proof of SUA status at any time.

6. **Infrastructure.** The County shall own, operate, maintain, and administer all aspects of the Core Site in a professional manner and in accordance with industry standards so as to ensure the long-term and reliable provision of the Core Site's coverage and capacity requirements. Performance shall be as specified in the most current contract between the County and Motorola, which performance requirements therein are incorporated herein by reference. The County shall be responsible for maintaining the System so that the System complies with said performance requirements and has the capacity to accommodate the City's access under this Agreement. It is the responsibility of the City to provide connectivity between the console location and the County's radio system core, with sufficient bandwidth, link performance, and quality of service to support the operational needs of the System including the ASTRO 25 network. The City's consoles on the County's system must maintain console system release versions that are current with the County's system release.

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

8. **Monitored Detection and Response ("MDR").** The City must separately purchase and maintain a Monitored Detection and Response ("MDR") with Motorola to minimize cybersecurity risk to the Core Site. The County reserves the right to request proof of MDR status at any time.

9. **Access and Control.** The County will maintain talk group and channel access levels for the City's consoles during and for the City's daily operations.

10. **Maintenance and Programing.** Motorola shall be the City's sole provider of programing, maintenance, and alterations of all equipment connected in use for the Core Site.

11. **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 Parties.

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

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

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

15. **Notices.**

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

For the County:

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

With Copy to:

R. Matthew Gibson
Interim County Attorney
County of Pitt
(Physical and Mailing)
1717 West Fifth Street
Greenville, NC 27834
Email: matt.gibson@pittcountync.gov

For the City:

Michael W. Cowin
City Manager
City of Greenville
(Physical)
200 West Fifth Street
Greenville, NC 27858
(Mailing)
P.O. Box 7207
Greenville, NC 27835-7207
Email: mcowin@greenvillenc.gov

With Copy to:

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

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

17. **Title VI Non-Discrimination:** The Parties, their assignees and successors in interest, agree that in the performance of these services that they shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in **Attachment A** to this Agreement, and they will not discriminate in their hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap, or disability.

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

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

20. **Non-Appropriation of Funds:** The County acknowledges that any funding that may be required for execution of any part of this Agreement is conditioned upon appropriation and allocation by the City of sufficient funds to support the activities described in this Agreement. By written notice to the County, at the earliest possible date, the City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction, or limitation in any way of the City's budget, funding, or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.

21. **Entire Agreement:** This Agreement, including **Attachment A** hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter covered by this Agreement. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either Party hereto.

22. **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.

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

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

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

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

electronic record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. The Parties further consent and agree that (1) to the extent a Party signs this document using electronic signature technology, by clicking "sign," such Party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

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

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[Signatures Begin on Next Page]

CITY OF GREENVILLE

By: P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

COUNTY OF PITT

By: Mark C. Smith, Chairman

ATTEST:

Kimberly W. Hines, Clerk to the Board

[Signatures Continue on Next Page]

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Date: _____

Account Number: _____

Project Code (if applicable): _____

APPROVED AS TO FORM:

BY: _____
R. Matthew Gibson, Interim Pitt County Attorney

PITT COUNTY: PRE-AUDIT CERTIFICATION:

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

Sam Croom,
Deputy County Manager/Chief Financial Officer

Date: _____

Account Number: _____

Project Code (if applicable): _____

[Attachment A Appears on Next Page]

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

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

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

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

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

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

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

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

[End of Document]



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Authorization to Apply for Assistance to Firefighters Grant to Purchase a Fire Alarm System for Fire Station 3 and Seven Exhaust Treatment Systems for Existing Fire Apparatus

Explanation: The Federal Emergency Management Agency provides Federal funding opportunities each year to purchase firefighting equipment for fire departments across the country. Greenville Fire/Rescue requests to apply for an Assistance to Firefighters Grant (AFG) to install a fire alarm system at Fire Station 3 (2400 Charles Blvd) and seven vehicle mounted diesel exhaust treatment systems for fire trucks not equipped currently.

Fiscal Note: The proposed grant total is \$106,870 and the Federal AFG award would be \$97,154.45. The City of Greenville's 10% grant match would be \$9,715.45 from the Fire/Rescue allocated budget.

Recommendation: Staff recommends City Council approve the request to apply for the Assistance to Firefighters Grant.



City of Greenville, North Carolina

Meeting Date: 03/11/2024

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- Title of Item:** Contract Award for HVAC Replacement of Rooftop Unit #1 at City Hall
- Explanation:** The existing rooftop HVAC unit #1 is approximately 19 years old and services the entire east wing of City Hall. Due to recurring maintenance issues, costs associated with those, and the unit nearing the end of its usable service life, staff recommends replacing this unit.
- The City advertised for construction services for HVAC replacement of unit #1 at City Hall on January 2, 2024, with a bid opening date of February 6, 2024. On February 6, 2024, staff received three (3) proposals in response to the Invitation to Bid. Eneco East, LLC was the lowest responsible, responsive bidder.
- The scope of work will include, but is not limited to, removal of the existing rooftop unit #1 condenser and air handler, extending existing roof curb, replacing and reworking ductwork, installing a new Trane air handler and condensing unit, as well as all other electrical and associated items.
- The contract will begin upon issuance of a Notice to Proceed. Due to fabrication and other lead times associated with this project, this project is estimated to begin and be completed over the Easter holiday weekend of 2025 (April 18-20, 2025).
- Fiscal Note:** The City will enter into a contract with Eneco East, LLC in the amount of \$312,750 for the construction of HVAC replacement unit #1 at City Hall. Funding for this contract is provided through the Public Works Facility Improvements Projects budget.
- Recommendation:** City Council award a construction contract to Eneco East, LLC in the amount of \$312,750.
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ATTACHMENTS

- [Entire contract for unit #1 \(Eneco\).pdf](#)



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

HVAC Replacement Unit #1 at City Hall

THIS Agreement made and entered into on this date _____, by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “City,” whose primary address is located at 200 West Fifth Street, Greenville, NC 27858 and Eneco East, LLC, a corporation, organized and existing under the laws of the State of Pennsylvania, and duly authorized to conduct business in the State of North Carolina as Eneco East, LLC, and hereinafter referred to as the “Contractor” whose primary offices are located at PO Box 645998 , Pittsburgh, PA, 15264.

GENERAL RECITALS

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

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

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

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

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide services for HVAC Replacement Unit #1 at City Hall, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #23-24-33 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform removal of the existing rooftop unit #1 condenser and air handler, extending existing roof curb, replacing ductwork and all other electrical and associated items with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

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

I.D. SUBCONTRACTS

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

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

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

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

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

II.A. DATA AND SERVICES

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

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

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

This Agreement will expire on **June 30, 2025**, unless a duly executed extension is in writing and signed by the Consultant/Contractor and the City.

III.B. DELIVERABLES

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

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – HVAC Unit #1 Replacement at City Hall, a lump sum payment not to exceed:

\$312,750.00 (THREE HUNDRED, TWELVE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS)

Payment shall be based upon the completed job and final acceptance from the City. The City shall not be obligated to pay the Consultant/Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. PAYMENT

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

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

withhold payments to the Consultant/Contractor and the City may suspend work until the subcontractor is paid.

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

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. **TERMINATION**

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

- V.A.1. DEFAULT. The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.
- V.A.2. CONVENIENCE. Without limiting either party’s right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.
- V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.

- V.A.4. FORCE MAJEURE. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of an epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
- V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

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

- V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.
- V.B.3. Consultant/Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Consultant/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

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

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

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

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

Bodily Injury by Disease \$1,000,000 policy limit.

Bodily Injury by Disease \$1,000,000 each employee.

- b. **Commercial General Liability:**

Limits:

Each Occurrence: \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate Limit \$2,000,000

Products and Completed Operations Aggregate \$2,000,000

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

- c. **Commercial Automobile Liability:**

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

- d. **Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than thirty (30) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

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

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

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

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

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

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

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;

- c. are fit for the ordinary purposes for which such goods are used;
- d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
- e. are adequately contained, packaged, and labeled as the contract may require; and
- f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

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

V.F. **NOTICE**

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

City: City of Greenville P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent	Consultant/Contractor: Eneco East, LLC 103 Staton Court Greenville NC 27834 Attn: Joshua W. Seymour
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V.G. **ADDITIONAL PROVISIONS**

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

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

The Consultant/Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

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

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

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

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

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

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

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

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

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

V.G.6. **ASSIGNMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant/Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Consultant/Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or

other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15

RECORD RETENTION

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

V.G.16

CONFIDENTIALITY

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

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

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

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

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

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

V.G.22. **HEADINGS**

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

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

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

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

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

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

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

V.G.26 **CITY MANAGER'S AUTHORITY**

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

[Signature Pages Follow]

Eneco East, LLC
Vendor Number: 10150

Munis Contract # _____

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____

SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER: 017-00-00-00-000-000-534005

PROJECT CODE (IF APPLICABLE): FIPPW2024 - PROJ 1

[Vendor Signature Page Follows]

Eneco East, LLC
Vendor Number: 10150

Munis Contract # _____

SIGNATURE OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits

- discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

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

Addendum No. 1

Project Name: City Hall HVAC Unit #1 Replacement	Project No.: ITB #23-24-33
Prepared By: Michael Turner	Date: January 30, 2024

Questions and RFI submitted for discussion by email:

1. Per Item 1.1 on page 5 of the bid document, will all duct work be replaced?
Answer: No. Rooftop return and supply duct work is to be modified to mate to new air handler, as needed.

2. Will the contractor be responsible for road closure permit costs.
Answer: A road closure is not anticipated with this project.

3. Will the contractor be responsible for the cost of the required Brady-Trane start-up?
Answer: Yes. Contractor shall coordinate with Brady-Trane for all cost. All start-up and close out documentation must be signed by an authorized Brady-Trane representative and be provided to the City.

4. When is a Certificate of Insurance required by the City of Greenville?
Answer: After award of the project and before Notice to Proceed.

5. Will the contractor be responsible for connecting control wiring?
Answer: No. The City of Greenville will coordinate and incur the costs of Schneider Electric installing the control wiring. Work will be conducted prior to and in conjunction with the change out of the unit.

6. Are the refrigerant lines to be completely replaced?
Answer: Yes. See page 5, Item 1.14.

7. Will Schneider Electric be able to install control items prior to unit installation.
Answer: Yes. The successful bidder shall coordinate with Schneider Electric for access to the condensing unit and air handler, during business hours, prior to unit install dates for controls installation.

8. Can we have specifications on the breakers for Unit #1?
Answer: Yes. The breakers are located in the MDP panel and labeled AHU-1 and CU-1 in the electrical room on the first floor of City Hall. Local tag out of these breakers is required by electrical contractor ONLY. See photos on page 2 of this addendum.



Air Handler



Condensing Unit



End of Addendum No. 1

Eneco East, LLC

Vendor Number: 10150

Munis Contract # _____

Exhibit A: City’s Invitation to Bid

**INVITATION TO BID
BID # 23-24-33
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
HVAC REPLACEMENT
UNIT #1 CITY HALL
CITY OF GREENVILLE, NORTH CAROLINA**



Find yourself in good company

Mandatory

**Pre-Bid Meeting: Tuesday, January 16, 2024 @ 2:00 PM
Room 337 at City Hall
200 West Fifth Street, Greenville, NC 27858**

**Bid Due Date: Tuesday, February 6, 2024 @ 2:00 PM
Public Works Administrative Building
1500 Beatty Street, Greenville, NC 27834**

Contact Persons:

Questions regarding the bid package:

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

Questions regarding the specifications:

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

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
HVAC REPLACEMENT-UNIT #1 CITY HALL**

The City of Greenville, NC is requesting proposals for "HVAC REPLACEMENT-UNIT #1 CITY HALL". The scope of work shall include, but is not limited to, removal of the existing rooftop unit #1 condenser and air handler, extending existing roof curb, replacing ductwork and all other electrical and associated items.

Sealed proposals will be received by the City of Greenville until Tuesday, February 6, 2024 at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words City of Greenville Public Works Department City Hall Unit #1 Replacement bid written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A mandatory pre-bid conference will be held in room 337 of City Hall, located at 200 W. 5th Street, on Tuesday, January 16, 2024 at 2:00 pm. Site visit to follow the pre-bid meeting. An additional site visit for pre-bid attendees will be available by appointment at 9:00AM on Thursday, January 18, 2024. Please contact Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov to schedule this appointment.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety(90) days from the bid opening thereof.

From the date of this advertisement until the date of opening the proposals, the plans and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are, and will continue to be on file, in the office of Wanda House, Financial Services Manager, 201 W. 5th Street, Greenville NC or at the Public Works Department located at 1500 Beatty Street, Greenville, NC 27835-7207, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to Wanda House, Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS**Bid #23-24-33****HVAC Replacement – Unit #1 City Hall****Location: Greenville N.C.**

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage.
2. All permits can be obtained through the City at no cost to the Contractor.
3. It is expressly understood by the contractor offering a proposal after a written notice of award by the City, a written contract or purchase order will be required to be executed, and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications for submission of a bid for HVAC replacement – Unit #1 City Hall, shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
6. By submitting a bid for the Contractor to provide HVAC replacement – Unit #1 City Hall, the Contractor attests to compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, and federal laws, as well as safety/regulatory requirements and ordinances associated with the work within this contract.
8. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
9. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily.
10. Deficiencies in work performance must be corrected immediately. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. The City of Greenville and the Contractor will mutually agree upon prices for items/services to be added or deleted from contract. A contract amendment will be issued for each addition or deletion.
11. It shall be the responsibility of the contractor to visit the site that will be covered in this contract and to understand the area that is to be included prior to submitting a bid.
12. All work shall be completed in a professional manner consistent with customary industry practices.
13. Contractor is responsible for all measurements pertaining to the scope of work when submitting a bid.
14. Contractor shall be responsible for damage to the property caused by work performed during HVAC replacement – Unit #1 City Hall including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the property or equipment used in connection therewith.

15. Contractor will report in writing to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov any property damage caused by the Contractor within 24 hours of the occurrence.
16. Contractor agrees to contact Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov if for some reason the work as called for cannot be completed in a timely manner.
17. Contractor agrees to provide Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov agent with all current after-hours telephone numbers.
18. Contractor shall not engage subcontractors to perform the Services without the City of Greenville's prior written consent by the Director of Public Works or designee. If any part of this work agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
19. Parking and staging areas for equipment and materials can be arranged on site during the pre-construction meeting conducted prior to the work starting.
20. Contractor is responsible for protecting all roofs (including coatings), surfaces, fixtures, equipment, walking/driving surfaces, pedestrians and general public and their property from damage from work performed.
21. Contractor is responsible for cleaning the worksite daily prior to the end of day.
22. This project will have to be performed over a three (3) day holiday weekend beginning at 5:00PM Friday afternoon through 5:00PM on Monday afternoon. Unit must be operational and have the building acclimated to set points by 5:00PM the day before staff returns to the building.
23. If street closures are deemed necessary, a street closure permit must be filled out and approved by the City's traffic engineer. Any street closure will be coordinated with Michael Turner, Building Facilities Coordinator.
24. Traffic control will be maintained by the Contractor in coordination with the city staff.
25. Contractor is to include a service call to check refrigerant and ensure unit is cooling and working properly once ambient temperatures reach 80 degrees.
26. New vendors must register online at the City of Greenville Vendor Self Service portal: <https://selfservice.greenvillenc.gov/vss>. This does not have to be completed to submit a bid, however, the bidder must be a registered vendor prior to award of the contract.

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR
HVAC REPLACEMENT – UNIT #1 CITY HALL**

1.0 SCOPE:

- 1.1 The scope of work shall include, but is not limited to, removal of the existing rooftop unit #1 condenser and air handler, extending existing roof curb, replacing ductwork and all other electrical and associated items.**
- 1.2 The Contractor shall provide all labor, equipment, crane, materials and insurance necessary to remove and replace rooftop unit #1 condensing unit (CU) and air handler (AHU) split system and all necessary work to complete installation per the attached equipment specifications and drawings. See Attachment "G".**
- 1.3 The new rooftop unit shall be manufactured by Trane. No other manufacturer will be accepted.**
- 1.4 Include extended warranty of ten (10) years for the compressor, as well as, a five (5) year parts, refrigerant and labor warranty.**
- 1.5 Start-up and commissioning shall be performed by a Trane authorized representative.**
- 1.6 The new air handler (AHU) is longer than the existing AHU. A custom adapter curb will be built by Trane so new AHU can sit on existing AHU curb. Contractor shall verify all dimensions.**
- 1.7 Obtain all permits from the City of Greenville at no cost.**
- 1.8 All rigging for AHU and CU shall be in accordance with manufacturer's recommendations.**
- 1.9 All electrical and duct connections shall be included. Connections shall be water tight and insulated.**
- 1.10 The new unit shall provide input/output as needed to maintain all current third party controls.**
- 1.11 Reconnections of high and low voltage power to the condensing unit and AHU shall be done by a licensed electrician. Contractor is to utilize and connect to existing electrical services and verify the existing electrical is adequate and compatible with installation of the new unit. The contractor will be responsible for replacing and updating all necessary electrical components.**
- 1.12 Replace all existing flexible electrical conduit and connections shall be water tight.**
- 1.13 Third party vendor, Schneider Electric, will be retained by the City to disconnect and reconnect Building Automation System (BAS) control. The Contractor and City Staff will coordinate with Schneider based on a timeline provided by the Contractor.**
- 1.14 Refrigerant lines shall be replaced and reinsulated, as to the existing design, with shielded Armaflex insulation.**
- 1.15 Install new liquid and suction line filter drier shells and cores.**
- 1.16 Install new refrigerant metering devices and cutoff valves.**
- 1.17 Leak check refrigerant system and maintain vacuum to factory recommended levels. Contractor is also responsible for charging the system with the correct refrigerant charge.**
- 1.18 Install new PVC drain piping to existing roof drains. New PVC supports shall be provided.**
- 1.19 All areas of work shall be scheduled two (2) weeks in advance and be scheduled through Michael Turner, Building Facilities Coordinator.**
- 1.20 Contractor is responsible for haul off and proper disposal of old units and associated equipment and debris.**

2.0 GENERAL:

- 2.1 HVAC replacement – Unit #1 City Hall shall be completed in a professional manner and shall conform to these specifications.**
- 2.2 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant a written notice to the contractor specifying areas of nonperformance or unacceptable performance. Immediate cancellation of the contract or purchase order may occur if performance is not rectified within ten (10) days.**
- 2.3 Contractor shall be aware of the impending weather conditions and shall follow all product manufacturer's specifications when using products.**
- 2.4 Contractor shall submit, for review by city staff, and coordinate a plan for staging of lifting equipment and hauling/transporting of equipment to and from the work site.**

3.0 PAYMENT AND BID:

- 3.1 Payment will be made by the City to the Contractor upon said work being performed satisfactorily per specifications and within thirty (30) days of receipt of an approved invoice. All invoices shall have the contract number written on them when submitted for payment.**
- 3.2 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.**
- 3.3 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.**
- 3.4 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.**
- 3.5 Minority and/or Women Business Enterprise (M/WBE) Program**

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

The City has established a 10% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Bidder will need to fill out Attachment "D" in accordance with the instructions provided.

Questions regarding the City's M/WBE Program should be directed to Tish Williams, M/WBE Coordinator, at (252) 329-4462 or tfwilliams@greenvillenc.gov

- 3.6 Bidder, 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 Attachment "F" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.**

3.7 TITLE VI NONDISCRIMINATION NOTIFICATION

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3.9 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid that seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.

4.0 Contractor must complete a new vendor application, or update an existing vendor profile, and associated documents as required upon acceptance of contract.

4.0 WORKERS COMPENSATION AND INSURANCE:

4.1 The contractor must maintain during the life of this contract, Worker's Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

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

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

Limits:

Workers Compensation:	Statutory for the State of North Carolina.
Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident.
	Bodily Injury by Disease \$1,000,000 policy limit.
	Bodily Injury by Disease \$1,000,000 each employee.

- b. **Commercial General Liability:**

Limits:

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

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

- c. **Commercial Automobile Liability:**

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

d. Cancellation:

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

e. Proof of Carriages:

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

ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

4.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

4.4 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

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

5.0 DAMAGE TO CONTRACTORS PROPERTY:

5.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.

5.2 The successful bidder agrees to indemnify, or hold harmless, the City from and against any liability, loss, cost, damage suit, claim, or expense arising from any occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

5.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those services enumerated herein.

5.4 The successful bidder shall assume full and complete liability for any and all damages to buildings, building improvements, fences, curbs, buildings, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving, striping or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

6.0 AMENDMENTS, ADDENDA OR QUESTIONS:

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

Last date to submit a question: Thursday, January 25, 2024 by 5:00 pm. Questions will be answered via addenda posted on the City's website answered by: Thursday, February 1, 2024 by 5:00 pm.

7.0 E-VERIFY:

- 7.1** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 7.2** BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 7.3** All firms submitting bids are required to complete the Affidavit form (Attachment "E") included in this bid package.

8.0 LOCAL PREFERENCE AND SERVICE POLICIES:

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

9.0 IRAN DIVESTMENT ACT:

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

10.0 NON-COLLUSION:

10.1 Respondents, by submitting a signed bid, 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.

11.0 WITHDRAWAL OF PROPOSALS:

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

12.0 REFERENCE INFORMATION:

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

13.0 CONTRACTOR INFORMATION:

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

The remainder of this page intentionally left blank



Contractor Reference Information

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

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

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

****Include with completed and submitted bid package****



Contractor Data Form

Company Name: _____

Address: _____

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

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

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

NC Electrical Contractor's License# _____

Description of equipment, any certifications and a performance plan, including the number of employees, you plan to utilize to perform this contract: Attach additional sheet or continue on back if needed.

****Include with completed and submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean up as provided in the above mentioned specifications. Contract will be awarded based on the lump sum bid

HVAC Replacement – Unit #1 City Hall

Description

Lump Sum Bid

A. HVAC Replacement – Unit #1 City Hall

Addendum Acknowledgement:

Please record each Addendum Number Received: ____/ ____/ ____/ ____/ ____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Bids should have Attachments A, B, C, D and E filled out completely to be considered responsive

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville
Construction Guidelines and Affidavits
\$50,000 and above**

These instructions shall be included with each bid solicitation.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$50,000 and above Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. **Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.**

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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.

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, _____,
 (Name of Bidder)

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

Firm Name, Address and Phone #	Work type	*MWBE Category

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

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

The total value of MBE business contracting will be (\$)_____.

The total value of WBE business contracting will be (\$)_____.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

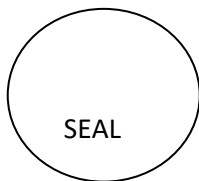
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

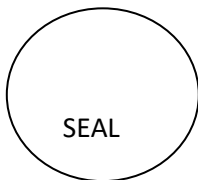
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville - **AFFIDAVIT C** - Portion of the Work to be Performed by MWBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

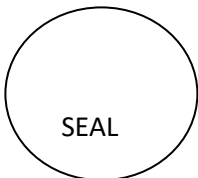
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify
(Name of Bidder)

that on the _____
(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- PART 1 - E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

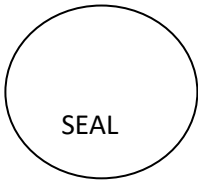
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise _____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

___ Increase total dollar amount of work

___ Add additional subcontractor

___ Decrease total dollar amount of work

___ Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval __Y__N

Date _____

Signature _____

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___ Yes ___ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

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

Date: _____

Certified By: _____

Name

Title

Signature

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

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

Signature of Affiant
Print or Type Name: _____

State of _____ City of _____

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

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

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

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

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

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

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

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

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

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

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

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

the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
HVAC REPLACEMENT
UNIT #1 CITY HALL SUBMITTAL FROM TRANE**



Submittal

Prepared For:
City of Greenville

Date: December 26, 2023

Job Name:
Greenville City Hall Unit #1

Trane U.S. Inc. is pleased to provide the following submittal for your review and approval.

Product Summary

Qty Product

- 1 Performance Climate Changer (CSAA)
- 1 Air-Cooled Condensing Units (Commercial)

David McDaniel
Trane U.S. Inc.
808 Aviation Parkway
Suite 1100
Morrisville, NC 27560
Office Phone: (919) 781-0458

The attached information describes the equipment we propose to furnish for this project and is submitted for your approval.

Submittal acceptance and return is a critical step, so please ensure submittals are returned with approval to release to production within 14 days of submittal date.

Product performance and submittal data is valid for a period of 6 months from the date of submittal generation. If six months or more has elapsed between submittal generation and equipment release, the product performance and submittal data will need to be verified. It is the customer's responsibility to obtain such verification.

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 Performance Climate Changer (CSAA) 51

 Air-Cooled Condensing Units (Commercial) 51

Tag Data - Performance Climate Changer (CSAA) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1	1	Performance Climate Changer (CSAA)	CSAA050UB

Product Data - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1

Unit level options

Outdoor unit
 Unit size 50
 6in. integral base frame
 UL listed unit
 Single metal handle - ganged latches
 179.4780 Total unit length
 No hurricane certification
 Adapter curb

Controls and VFD/starter

No controller
 Supply fan VFD

Warranty

Extended warranty
 Parts warranty - 2nd-5th year additional
 1st year labor warranty
 Labor warranty 2nd thru 5th year

Air mixing section (Pos #1)

Air mixing section
 Reduced length mixing box w/o filter
 Door- left side
 Back damper - high velocity parallel
 Front full face opening
 Right damper - high velocity parallel

Filter section (Pos #2)

Filter
 Cartridge filter
 Door- left side
 Bag/cartridge filter frame
 12in. cartridge - 95% eff (Field Installed)
 MERV 15
 2" Pleated media (Field Installed)
 MERV 8

Coil section (Pos #3)

Horizontal coil
 Medium
 Stainless steel drain pan
 Left side - drain connection
 Left side - coil supply
 Service panel both sides
 Unit coil height
 Cooling coil
 Refrigerant
 Type "UF" coil
 4 rows
 121 Coil fins per foot
 Aluminum fins
 Delta flo H (Hi efficient)
 Internally enhanced Cu .016 (0.406 mm)
 1/2in. tube diameter (12.7 mm)
 Stainless steel coil casing

Access section (Pos #4)

Access/blank/turning section
 Extended medium
 Door- left side

Fan section (Pos #5)

Fan section
Supply fan
Door- left side
Outward swing
27in. dd plenum, 80% width, H press
Higher efficiency
2 Fan quantity
Plenum fan
Left side drive
NEMA premium compliant ODP
Voltage 460/3
20 max applied hp
1800 RPM
Inverter balance with shaft grounding
Motor wiring conduit
VFD

Controls section (Pos #6)

Starter/VFD only
Supply section
Internal NEMA
Supply high volt. door - left

Access section (Pos #7)

Access/blank/turning section
Extra small

Access section (Pos #8)

Access/blank/turning section
Extra small

Performance Data - Performance Climate Changer (CSAA)

Tags	AHU-1		
Unit level options			
Position			
Length (in)	179.478		
Width (in)	125.500		
Height (in)	79.250		
Rigging weight (lb)	6595.4		
Installed weight (lb)	6595.4		
Roof curb weight (lb)	0.0		
Actual airflow (cfm)	22000		
Unit elevation (ft)	0.00		
Shipping split 1 weight (lb)	2922.7		
Shipping split 2 weight (lb)	3672.8		
Controls section			
Position	#6		
Section length (in)	21.830		
Section weight (lb)	648.3		
Greatest discharge PD (in H2O)	0.000		
Controls section static pressure (in H2O)	0.000		
Fan section			
Position	#5		
Section length (in)	56.023		
Section weight (lb)	2597.3		
Fan airflow (cfm)	22000		
Elevation (ft)	0.00		
Overall ESP (in H2O)	3.000		
Total static pressure (in H2O)	5.719		
Maximum TSP @ 60 Hz (in H2O)	5.719		
Fan pressure drop (in H2O)	3.022		
Speed (rpm)	1866		
Total brake horsepower (hp)	30.975		
Unit static efficiency (%)	64.04		
Motor hertz (Hz)	63.00		
Discharge 1 front - face velocity (ft/min)	377		
Discharge 1 front - pressure drop (in H2O)	0.022		
Discharge 1 front - area (sq ft)	16.64		
Access section			
Position	#4	#7	#8
Section length (in)	19.000	2.000	2.000
Section weight (lb)	406.3	193.6	233.6
Coil section			
Position	#3		
Section length (in)	14.000		
Section weight (lb)	756.2		
Coil performance airflow (cfm)	22000		
Unit airflow (cfm)	22000		
Coil face area (sq ft)	49.05		
Coil face velocity (ft/min)	449		
Air pressure drop (in H2O)	0.486		
Coil section pressure drop (in H2O)	0.486		

Tags	AHU-1		
Coil rigging weight (lb)	488.8		
Top or single coil dry weight (lb)	244.4		
Middle or bottom coil dry weight (lb)	244.4		
Leaving dry bulb (F)	55.96		
Leaving wet bulb (F)	53.50		
Entering dry bulb (F)	77.70		
Entering wet bulb (F)	64.70		
Fluid volume (gal)	19.71		
Liquid temp entering TXV (F)	115.00		
Saturated suction temperature (F)	43.00		
Suction superheat (F)	8.00		
Sensible capacity (MBh)	524.41		
Total capacity (MBh)	735.00		
Number of distributors	4		
Filter section			
Position	#2		
Section length (in)	23.000		
Section weight (lb)	568.9		
Filter airflow (cfm)	22000		
Filter area (sq ft)	50.00		
Pre-filter area (sq ft)	50.00		
Filter condition	Mid-life		
Filter pressure drop (in H2O)	0.798		
Pre-filter pressure drop (in H2O)	0.626		
Filter section pressure drop (in H2O)	1.423		
Filter face velocity (ft/min)	440		
Pre-filter face velocity (ft/min)	440		
Air mixing section			
Position	#1		
Section length (in)	41.500		
Section weight (lb)	1191.3		
Opening 1 back - airflow (cfm)	22000		
Opening 1 front - airflow (cfm)	22000		
Opening 1 right - airflow (cfm)	22000		
Opening 1 back - area (sq ft)	12.04		
Opening 1 front - area (sq ft)	58.43		
Opening 1 right - area (sq ft)	12.32		
Opening 1 back - face velocity (ft/min)	1827		
Opening 1 right - face velocity (ft/min)	1786		
Opening 1 back - pressure drop (in H2O)	0.577		
Opening 1 right - pressure drop (in H2O)	0.286		
Opening 1 back total pressure drop (in H2O)	0.577		
Opening 1 right side total pressure drop (in H2O)	0.286		
Back hood pressure drop (in H2O)	0.211		
Back hood area (sq ft)	30.71		
Back inlet type	Unducted		
Right side inlet type	Ducted		
Greatest entry PD (in H2O)	0.788		
Total mixing section pressure drop (in H2O)	0.788		
Front total pressure drop (in H2O)	0.000		

Tags	AHU-1		
Back total pressure drop (in H2O)	0.788		
Top total pressure drop (in H2O)	0.000		
Bottom total pressure drop (in H2O)	0.000		
Right side total pressure drop (in H2O)	0.286		
Left side total pressure drop (in H2O)	0.000		

Mechanical Specifications - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1

GENERAL

Outdoor air handling units will be shipped with all openings covered to protect unit interior from in-transit debris.

Installing contractor is responsible for long term storage in accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07*-EN).

Unit shall be UL and C-UL Listed.

Supply fans within the scope of AHRI Standard 430 are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org".

Unit sound performance data shall be reported as sound power. Trane, in providing this program and data, does not certify or warrant NC levels. These levels are affected by factors specific to each application and/or installation and therefore unable to be predicted or certified by Trane. Refer to product data for specific fan footnote references.

Refer to product data for AHRI certification status. Propylene glycol and calcium chloride, or mixtures thereof, are outside the scope of AHRI Standard 410 and, therefore, do not require AHRI rating or certification. For coils within the scope of AHRI Standard 410 cooling coil performance is certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the Range of Standard Rating Conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at www.ahridirectory.org. Heating performance for heat pump or condenser mode is not certified.

Manufacturer provided VFDs shall be certified to AHRI Standard 1210 "Performance Rating of Variable Frequency Drives" to ensure documented and reliable VFD efficiency.

Unit Construction

Outdoor unit roofs shall incorporate a standing seam on the exterior to ensure a rigid roof construction and prevent water infiltration. Roof assembly shall overhang all walls by 1.5-inch minimum to prevent sheeting from roof to side panels. Rain gutters shall also be provided over all doors shorter than total unit height to direct rain away from the door assembly. Outdoor roofs shall be sloped, not less than 0.125 inches per foot, for water drainage. Where outdoor units are shipped in multiple sections, provide standing-seam joiners at each split with adhesive, hardware, and cover strips for field joining by the installing contractor.

All unit panels shall be 2" solid, double-wall construction to facilitate cleaning of unit interior. Unit panels shall be provided with a mid-span, no-through-metal, internal thermal break. Casing thermal performance shall be such that under 55°F supply air temperature and design conditions on the exterior of the unit of 81°F dry bulb and 73°F wet bulb, condensation shall not form on the casing exterior. Casing construction will comply with NFPA 90A.

All outdoor AHU interior casing panels will be made of galvanized steel.

Unit Paint

External surface of unit casing will be coated with water-based polyurethane paint. Color to be standard "Slate Gray". Factory-painted units will be able to withstand a salt spray test in accordance with ASTM B117 for a minimum of 500 consecutive hours and shall meet the following requirements following the salt-spray test:

- Mean scribe creepage rating of at least 6 per ASTM D1654 procedure A
- Blister size no larger than #6 per ASTM D714
- Blister density no greater than Medium per ASTM D714
- No onset of red rust

Casing Deflection

The casing shall not exceed 0.0042 inch deflection per inch of panel span at 1.00 times design static pressure. Maximum design static shall not exceed +8 inches w.g. in all positive pressure sections and -8 inches w.g. in all negative pressure sections.

Floor Construction

The unit floor shall be of sufficient strength to support a 300.0 lb load during maintenance activities and shall deflect no more than 0.0042 inch per inch of panel span.

Unit Base

Manufacturer to provide a full perimeter integral base frame for either ceiling suspension of units or to support and raise all sections of the unit for proper trapping. Indoor unit base frame will either be bolted construction or welded construction. All outdoor unit base frames shall be welded construction. For indoor units, refer to schedule for base height and construction type. Contractor will be responsible for providing a housekeeping pad when unit base frame is not of sufficient height to properly trap unit. Unit base frames not constructed of galvanized steel shall be chemically cleaned and coated with both a rust-inhibiting primer and finished coat of rust-inhibiting enamel. Unit base height to be included in total height required for proper trap height.

Insulation

Panel insulation shall provide a minimum thermal resistance (R) value of 13 ft²-h-°F/Btu throughout the entire unit. Insulation shall completely fill the panel cavities in all directions so that no voids exist and settling of insulation is prevented.

Drain Pan

In sections provided with a drain pan, the drain pan shall be designed in accordance with ASHRAE 62.1. To address indoor air quality (IAQ) the drain pan shall be sloped in two planes promoting positive drainage to eliminate stagnant water conditions. Drain pan shall be insulated, and of double wall construction. The outlet shall be the lowest point on the pan, and shall be of sufficient diameter to preclude drain pan overflow under normally expected operating conditions. All drain pans connections shall have a threaded connection, extending a minimum of 2-1/2" beyond the unit base, and shall be made from the same material as the drain pan. Drain pan located under a cooling coil shall be of sufficient size to collect all condensate produced from the coil.

Refer to Product Data for specific information on which sections are supplied with a drain pan, the drain pan material and connection location.

Access Door Construction

Access doors shall be 2" double wall construction. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels respectively. All doors shall be provided with a thermal break construction of door panel and door frame. Gasketing shall be provided around the full perimeter of the doors to prevent air leakage. Surface mounted handles shall be provided to allow quick access to the interior of the functional section and to prevent through cabinet penetrations that could likely weaken the casing leakage and thermal performance. Handle hardware shall be designed to prevent unintended closure. Outswing doors shall have easily removable hinges and handles that can be relocated to change the door swing if needed. Door hinges shall be made of stainless steel.

All doors shall be a minimum of 60" high when sufficient height is available or the maximum height allowed by the unit height.

Door handles shall be provided for each latching point of the door necessary to maintain the specified air leakage integrity of the unit. An optional shatterproof window shall be provided in access doors where indicated on the plans. Window shall either be single pane, or thermal dual pane, as defined on schedule. Window shall be capable of withstanding unit operating pressures and shall be safe for viewing UV-C lamps.

Refer to Product Data for specific information on which sections are supplied with an access door, the door location, a single handle and a window.

Field supplied Curb

Outdoor AHU is to be mounted on field-supplied specialty curb. Refer to the specialty curb manufacturer's installation requirements for any curb assembly, curb mounting to roof structure, or unit-to-curb attachment. For units requiring external piping cabinet(s), the specialty curb manufacturer is to also provide a curb for external pipe chase(s).

Lifting Instructions

The air handling units must be rigged, lifted, and installed in strict accordance with the Installation, Operation, and Maintenance manual (CLCH-SVX07G-EN). The units are also to be installed in strict accordance with the specifications. Units may be shipped fully assembled or disassembled to the minimum functional section size in accordance with shipping and job site requirements.

Outdoor units shall be shipped on frame for the purpose of mounting units on a roof curb or field-supplied pier support system. Refer to the Product Data section for type of the base frame provided (for roof curb or pier-mount).

All units will be shipped with an integral base frame designed with the necessary number of lift points for safe installation. All lifting lugs are to be utilized during lift. The lift points will be designed to accept standard rigging devices and be removable after installation.

MIXING SECTION

A mixing section shall be provided to support the damper assembly for outdoor, return, and/or exhaust air.

Dampers

Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and flexible blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. The dampers shall be rated for a maximum leakage rate of 3 cfm/ft² at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.

Inlet Hoods

Inlet hoods are provided on the outside air openings and equipped with high performance moisture eliminators to minimize water carryover from the outside into the unit casing. Eliminators also perform the function of a bird screen to prevent nesting.

Refer to the unit As-Built and Product Data section for specific information on which sections are supplied with inlet hood.

Dampers

Dampers shall modulate the volume of outdoor, return, or exhaust air. The dampers shall be of double-skin airfoil design with metal, compressible jamb seals and flexible blade-edge seals on all blades. The blades shall rotate on stainless-steel sleeve bearings. The dampers shall be rated for a maximum leakage rate of 3 cfm/ft² at 1 in. w.g. complying with ASHRAE 90.1 maximum damper leakage. All leakage testing and pressure ratings shall be based on AMCA Standard 500-D. Dampers may be arranged in a parallel or opposed-blade configuration.

FILTER SECTION

A section shall be provided to support the filter rack as indicated throughout the unit. Refer to Product Data and As-Built sections of the submittal for specific locations within each unit.

Primary Filters

Cartridge Filters

The filters shall be 12-inch cartridge filters constructed with a continuous sheet of fine-fiber media made into uniformly spaced pleats. The filters shall be capable of operating up to 625 fpm face velocity without loss of filter efficiency and holding capacity. The filters shall be sealed into a metal frame assembled in a rigid manner. A gasket material shall be installed on the metal header of the filter to prevent filter bypass where the metal headers meet on the side-access racks. All cartridge filters shall be furnished with a 2-inch prefilter to provide extended cartridge filter life. The manufacturer shall supply a side-access filter rack capable of holding cartridge filters and prefilters.

The cartridge filters shall have a MERV 15 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

Prefilter Type

2-inch pleated media filters made with 100% synthetic fibers that are continuously laminated to a supported steel-wire grid with water repellent adhesive shall be provided. Filters shall be capable of operating up to 625 fpm face velocity without loss of filter efficiency and holding capacity. The filters shall have a MERV 8 rating when tested in accordance with the ANSI/ASHRAE Standard 52.2.

COIL SECTION WITH FACTORY INSTALLED COIL

The coil section shall be provided complete with coil and coil holding frame. The coils shall be installed such that headers and return bends are enclosed by unit casings. If two or more cooling coils are stacked in the unit, an intermediate drain pan shall be installed between each coil and be of the same material as the primary drain pan. Like the primary drain pan, the intermediate drain pan shall be designed being of sufficient size to collect all condensation produced from the coil and sloped to promote positive drainage to eliminate stagnant water conditions. The intermediate pan shall begin at the leading face of the water-producing device and be of sufficient length

extending downstream to prevent condensate from passing through the air stream of the lower coil. Intermediate drain pan shall include downspouts to direct condensate to the primary drain pan. The outlet shall be located at the lowest point of the pan and shall be sufficient diameter to preclude drain pan overflow under any normally expected operating condition.

An easily removable service panel shall be provided in sections as specified, to facilitate access to unit for periodic servicing, or for removal and replacement of coils. Removal of service panel will not impact the structural integrity of the unit.

No casing penetrations supplied for hydronic drain and vents. If required, piping contractor will need to drill drain and vent penetrations using factory located features provided in coil panel.

Refrigerant Cooling Coils

The coils shall have aluminum fins and seamless copper tubes. The fins shall have collars drawn, belled, and firmly bonded to tubes by mechanical expansion of the tubes. Suction and liquid line connections shall extend to the unit exterior. The coil casing may be galvanized or stainless steel. Refer to the Product Data section of the submittal for the coil casing material.

The coils shall be proof-tested to 715 psig and leak-tested to 650 psig air pressure under water or equivalent tracer gas leak test. After testing, the inside of the coils shall be dried, all connections shall be sealed, and the coil shall be shipped with a charge of dry air or nitrogen.

Suction headers and liquid connections shall be constructed of copper tubing with connections penetrating unit casings to permit sweat connections to refrigerant lines. The coils shall have equalizing vertical distributors sized according to the capacities of the coils. Refer to the Product Data section of the submittals for AHRI certification status.

Refrigerant coil tubes are 1/2" [13mm] OD, 0.016" [0.406mm] thick, internally enhanced copper.

ACCESS/INSPECTION / TURNING SECTION

A section shall be provided to allow additional access/inspection of unit components and space for field-installed components as needed. An access door shall be provided for easy access. All access sections shall be complete with a double-wall, removable door downstream for inspection, cleaning, and maintenance. Interior and exterior door panels shall be of the same construction as the interior and exterior wall panels, respectively. All doors shall be provided with a thermal break construction of door panel and door frame.

DIRECT-DRIVE PLENUM FAN SECTION

The fan type shall be provided as required for stable operation and optimum energy efficiency. The fan shall be a single-width, single-inlet, multiblade-type direct-drive plenum fan. Motor bearing life of the direct-drive plenum fan shall be not less than L-10 250,000 hrs. *Refer to the Product Data section for fan quantity and number of blades selected within each unit.* Central Station Air Handling Unit Supply Fans are "Certified by the AHRI Central Station Air-Handling Unit (AHU) Certification Program, based on AHRI Standard 430/431. AHRI certified units are subject to rigorous and continuous testing, have performance ratings independently measured and are third-party verified. Certified units may be found in the AHRI Directory at www.ahridirectory.org" Central Station Air Handling Unit Supply Fans shall be tested and rated in-accordance with AHRI Standard 260 for sound performance.

Fans that are selected with inverter balancing shall first be dynamically balanced at design RPM. The fans then will be checked in the factory from 25% to 100% of design RPM to insure they are operating within vibration tolerance specifications, and that there are no resonant frequency issues throughout this operating range. Inverter balancing that requires lockout frequencies inputted into a variable frequency drive to in order to bypass resonant frequencies shall not be acceptable. If supplied in this manner by the unit manufacturer, the contractor will be responsible for rebalancing in the field after unit installation. Fans selected with inverter balancing shall have a maintenance free grounding assembly installed on the fan motor to discharge both static and induced shaft currents to ground.

On units supplied with plenum or motorized impeller fans, door guard(s) shall be supplied on the access door(s) to the fan and those downstream access door(s) where unintended access to the plenum or motorized impeller fan could occur. Door guard is intended to deter unauthorized entry and incidental contact with rotating components. *Refer to the Product Data section for fans with access door guard(s).*

Motor Frame

The motor shall be mounted integral to the isolated fan assembly and furnished by the unit manufacturer. The motor is mounted inside the unit casing on an adjustable base to permit adjustment of drive belt tension (not applicable for direct drive plenum fans). The motor shall meet or exceed all NEMA Standards Publication MG 1 requirements and

comply with NEMA Premium efficiency levels when applicable except for fractional horsepower motors which are not covered by the NEMA classification. The motor shall be T-frame, squirrel cage with size, type, and electrical characteristics as shown on the equipment schedule. *Refer to the Product Data section for selected fan motors within each unit.*

Two-Inch Spring Isolators

Direct-drive fan and motor assemblies shall be internally isolated from the unit casing with 2-inch (50.8 mm) deflection spring isolators. The isolation system shall be designed to resist loads produced by external forces, such as earthquakes, and conform to the current IBC seismic requirements.

Combination VFD / Disconnect

A combination Variable Frequency Drive (VFD) / disconnect shall be provided when variable air volume control is required for fan operation. Whether for single fan, dual fan, or fan array applications, a single VFD shall be provide to ensure proper operation and to optimize operating life. Each VFD / disconnect shall be properly sized, factory mounted in a full metal enclosure, wired to the fan motor(s), and commissioned to facilitate temporary heating, cooling, ventilation, and/or timely completion of the project. VFD / disconnects shall include a circuit breaker disconnect with a through-the-door interlocking handle and shall be lockable. The VFD package shall also include:

- a) Electronic manual speed control
- b) Hand-Off-Auto (H-O-A) selector switch
- c) Inlet fuses to provide maximum protection against inlet short circuit
- d) Current limited stall prevention
- e) Auto restart after momentary power loss
- f) Speed search for starting into rotating motor
- g) Anti-windmill w/DC injection before start
- h) Phase-to-phase short circuit protection
- i) Ground fault protection
- j) Manual motor protection MMP

Units with factory-mounted controls shall include power wiring from the VFD panel to the control system transformers, binary output on/off wiring, analog output-speed-signal wiring, and all interfacing wiring between the VFD and the direct digital controller.

The VFD shall be UL508C listed and CSA certified and conform to applicable NEMA, ICS, NFPA, & IEC standards.

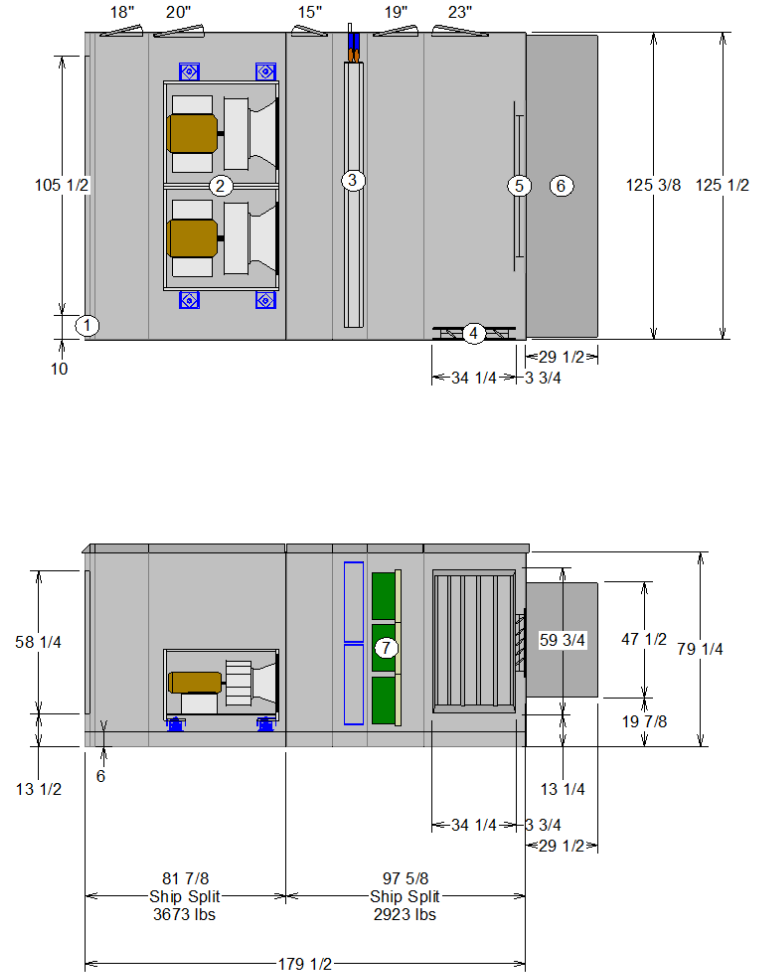
The supply fan's Starter/VFD shall be mounted internal of unit casing in the controls section. The internal enclosure shall be an integral part of the unit casing to allow for thermal venting to casing interior, but shall be accessible from unit exterior through access door. Internally mounted starters shall have doors with the same construction as other doors on unit. An external disconnect shall be mounted through the door to the starter/VFD to disconnect full power from starter/VFD.

Motor Wiring Conduit

The fan motor wiring shall be factory-wired to the unit-mounted disconnect, variable frequency drive, or external motor junction box within flexible metal conduit of adequate length so that the fan vibration isolation, if applicable, will not be restricted. Refer to the Product Data section for fans with motor wiring conduit.

Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



- 1 Opening front
58.25 x 105.5
 - 2 Plenum fan - 27in. dd plenum, 80% width, H press Supply fan 20 hp 460/3
 - 3 Cooling coil - 4 Rows
Coil type 1/2" Unit Optimized, General (UF)
 - 4 Damper right-parallel blade
59.75 x 34.25
 - 5 Damper back-parallel blade
28.5 x 71
 - 6 Hood back
 - 7 Cartridge filters - 12in. cartridge - 95% eff - MERV 15
- Doors
 18 width x 69 height
 20 width x 69 height
 15 width x 69 height
 19 width x 69 height
 23 width x 69 height

For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length shown.

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

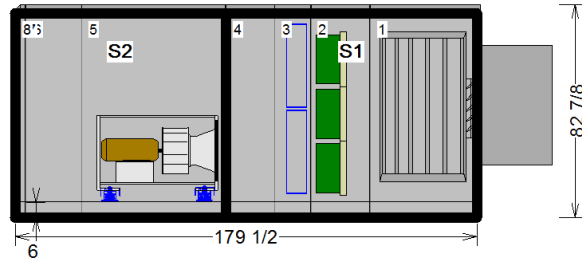
Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 22000 cfm	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office: Raleigh	Tags: AHU-1
Paint: Slate gray		Rigging/Installed Weight: 6595.4 lb / 6595.4 lb



Dimensional Drawings - Performance Climate Changer (CSAA)

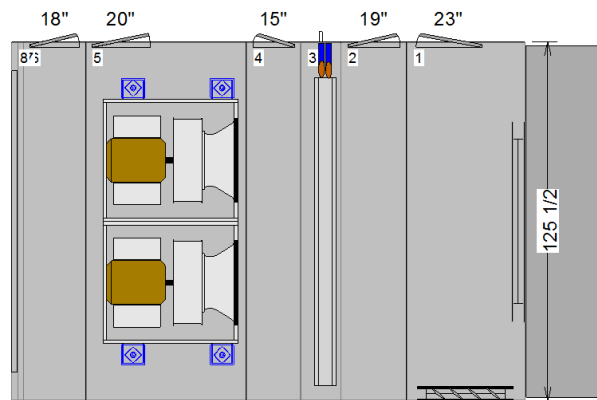
Item: A1 Qty: 1 Tag(s): AHU-1

Shipping splits are indicated by thick black lines




For maneuvering purposes, include 1.125 inches to each ship split length for overlapping panel flange. Flange will not add to overall installed unit length sh

Pos #	Module	Length	Weight
1	Air mixing section	41 1/2	1191.27
2	Filter section	23	568.89
3	Coil section	14	756.21
4	Access section	19 1/8	406.32
5	Fan section	56 1/8	2597.28
6	Controls section	21 7/8	648.30
7	Access section	2	193.56
8	Access section	2	233.62
			Installed Unit Weight 6595.44 lbs



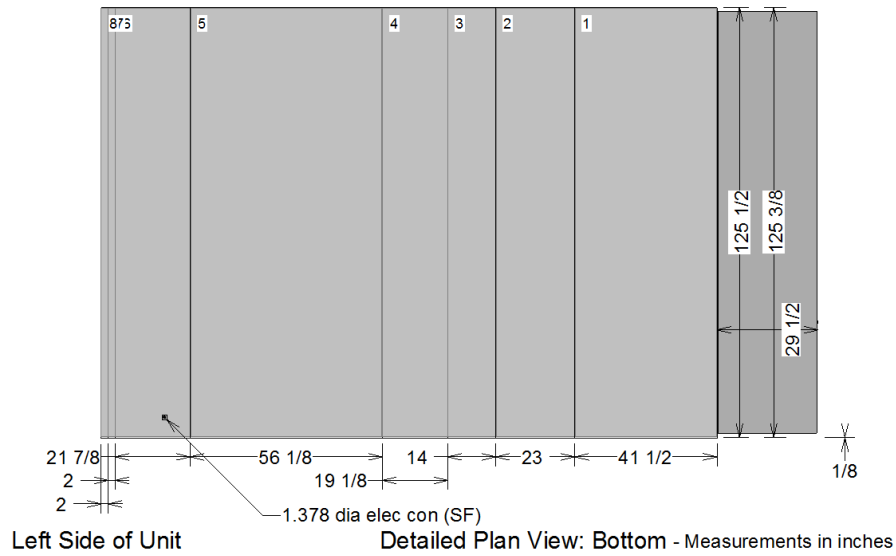
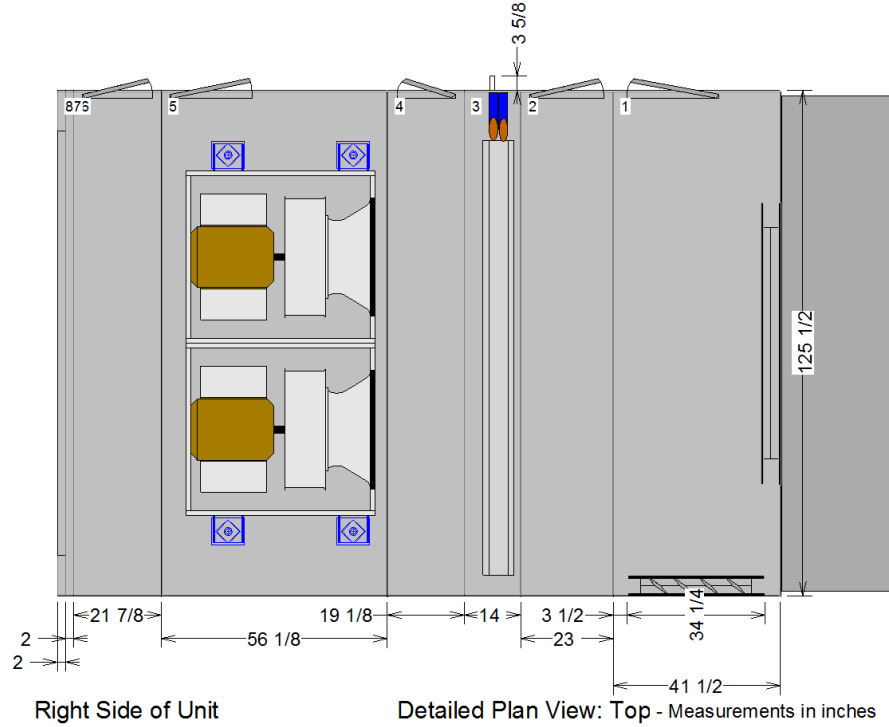
Basic Overall Plan View: Top - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam	
Product group: Outdoor unit	Actual airflow: 22000 cfm	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office: Raleigh	Tags: AHU-1	
Paint: Slate gray		Rigging/Installed Weight: 6595.4 lb / 6595.4 lb	

Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



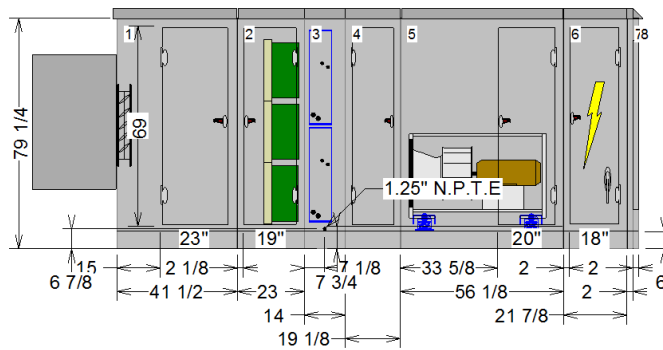
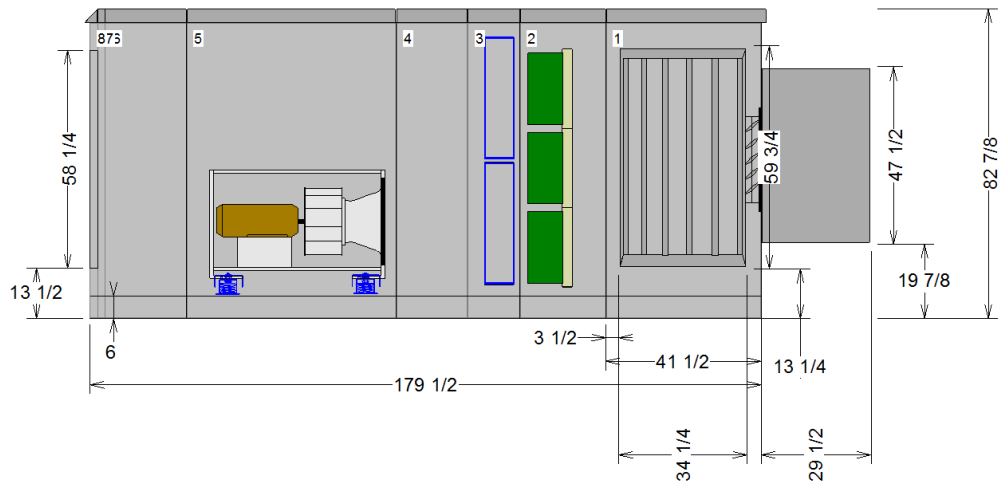
****Placement of electrical conduit may vary by a tolerance of 8" in any direction.**

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam	
Product group: Outdoor unit	Actual airflow: 22000 cfm	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office: Raleigh	Tags: AHU-1	
Paint: Slate gray		Rigging/Installed Weight: 6595.4 lb / 6595.4 lb	


Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



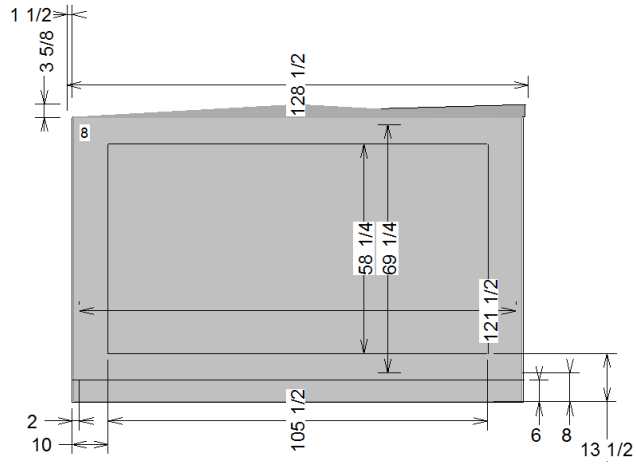
Detailed Elevation View: Left - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

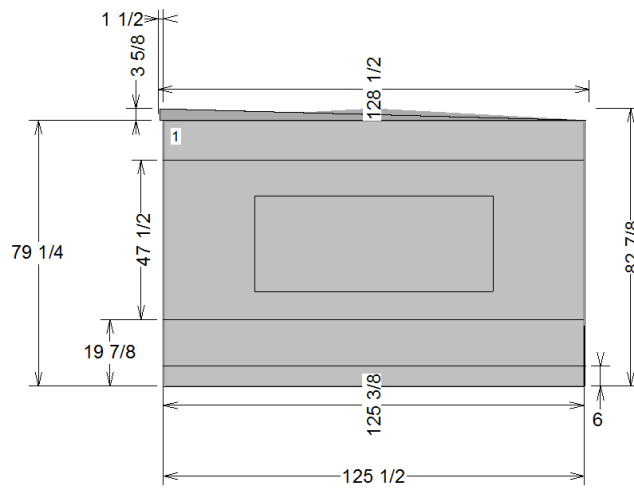
Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam	
Product group: Outdoor unit	Actual airflow: 22000 cfm	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office: Raleigh	Tags: AHU-1	
Paint: Slate gray		Rigging/Installed Weight: 6595.4 lb / 6595.4 lb	

Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1




Detailed Elevation View: Front - Measurements in inches



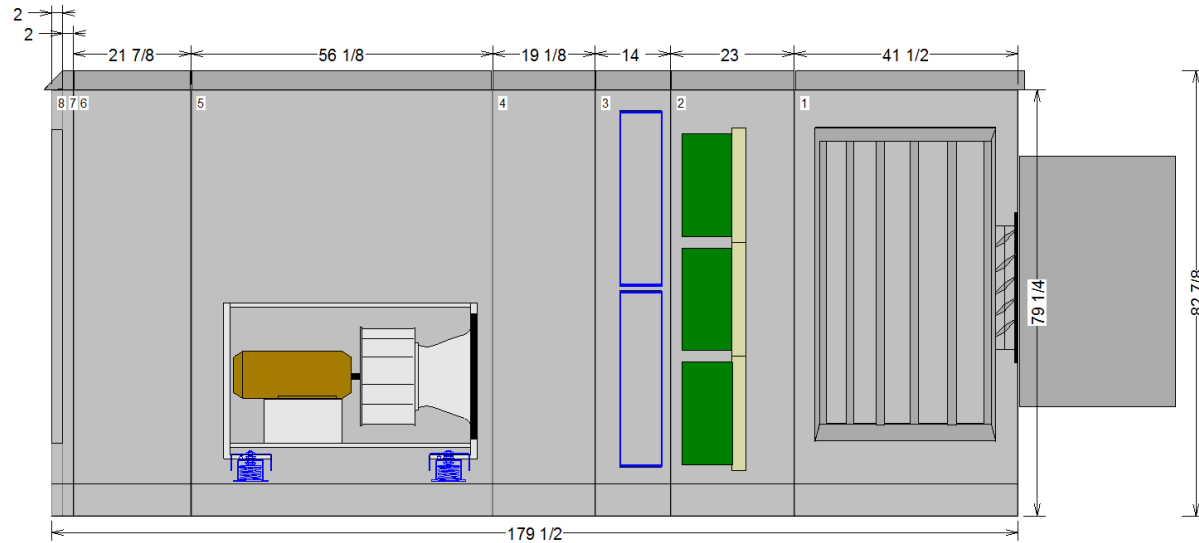
Detailed Elevation View: Back - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam	
Product group: Outdoor unit	Actual airflow: 22000 cfm	Proposal Number:	
Integral base frame: 6in. integral base frame	Sales Office: Raleigh	Tags: AHU-1	
Paint: Slate gray		Rigging/Installed Weight: 6595.4 lb / 6595.4 lb	

Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



**NPTI : National Pipe Thread Internal Connection
 NPTE : National Pipe Thread External Connection**

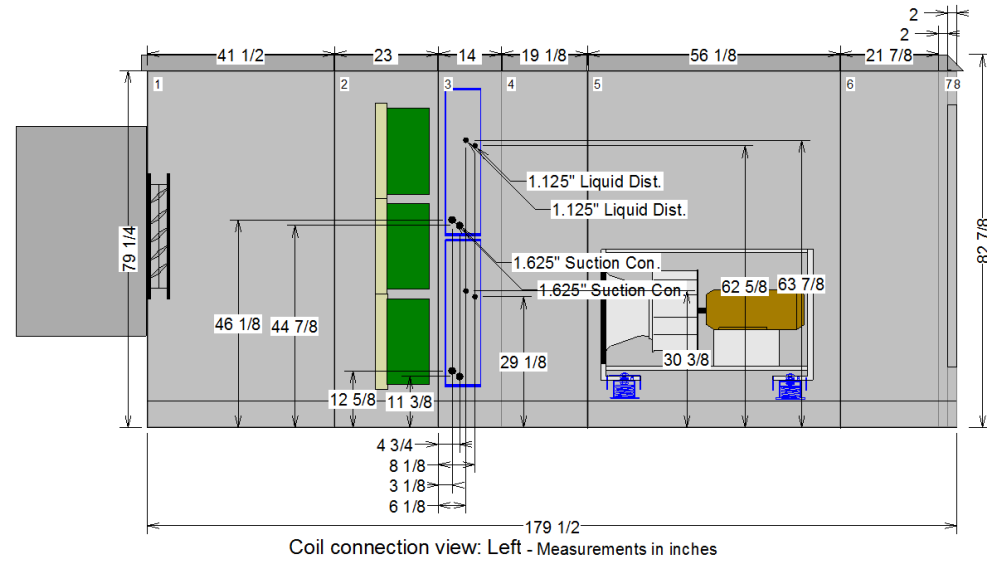
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam
Product group: Outdoor unit	Actual airflow: 22000 cfm	Proposal Number:
Integral base frame: 6in. integral base frame	Sales Office: Raleigh	Tags: AHU-1
Paint: Slate gray		Rigging/Installed Weight: 6595.4 lb / 6595.4 lb



Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



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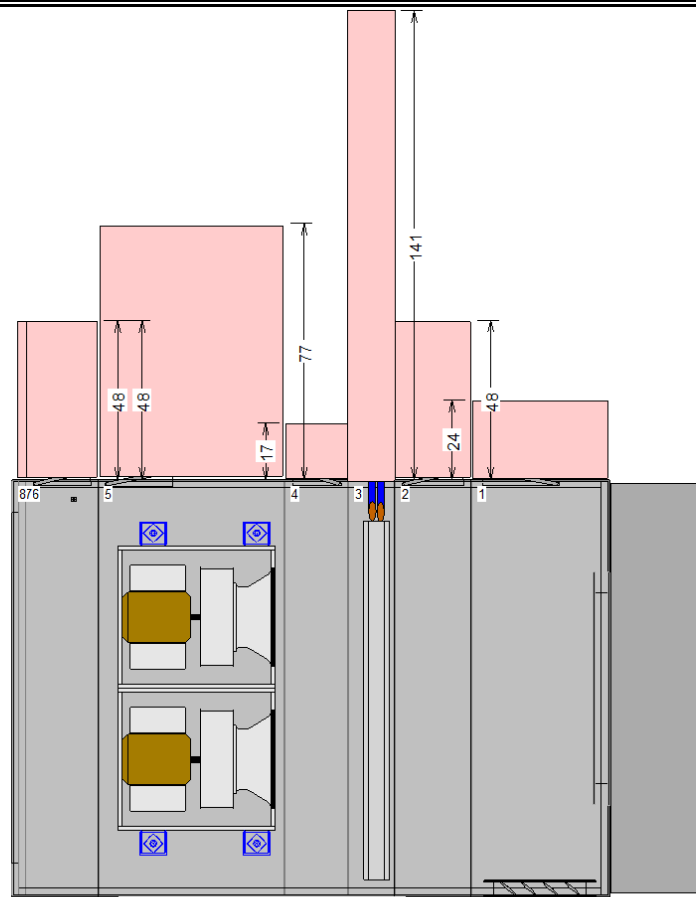
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Dimensional Drawings - Performance Climate Changer (CSAA)

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Basic Service Clearance - Plan - Measurements in inches

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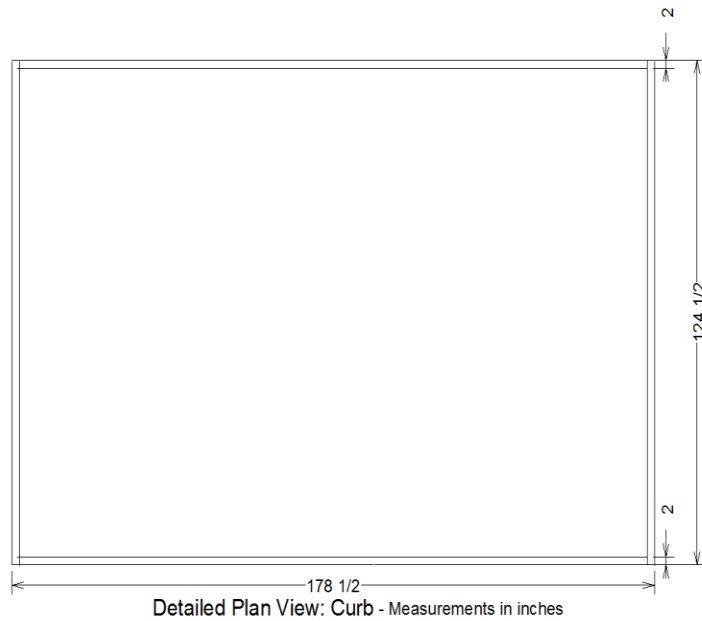


Dimensional Drawings - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1

ADAPTER CURB PROVIDED BY TRANE

Roof curb details included are intended to show dimensions for mounting unit to "A" roof curb on a flat roof.
All special curb details such as isolation curbs, adapter curbs and pitched roof curbs are to be provided by others.



OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 50	Job Name: Greenville City Hall Unit #1	Unit Casing: 2in Double Wall Foam
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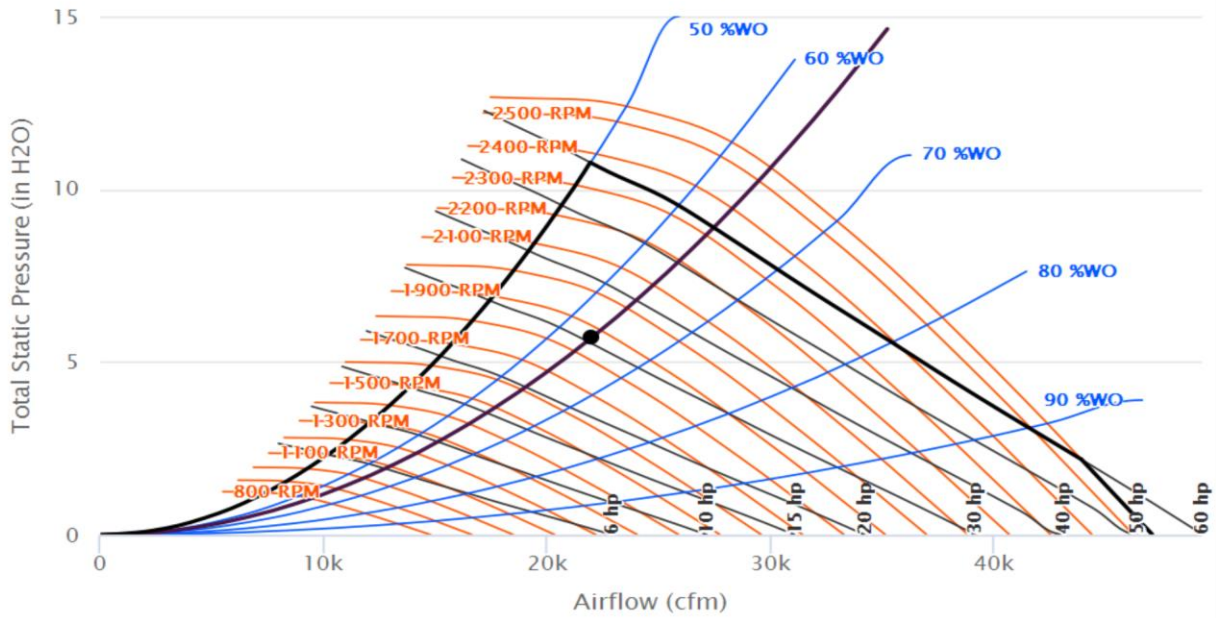
Fan Curve - Performance Climate Changer (CSAA)
 Item: A1 Qty: 1 Tag(s): AHU-1

Fan Details

Unit Size	27UR	Operating Brake Power	30.975 hp
Motor Frequency	63.00 Hz	Altitude	0.00 ft
Operating Airflow	22,000 cfm	Design Temp.	70.00 F
Operating Static Pressure	5.719 in H2O	Efficiency	64.04 %
Operating RPM	1,866 rpm		

AHU-1 - Supply

Size 50 DDP 27 inch AF H Press 2x1 array 80% Width 9 blades



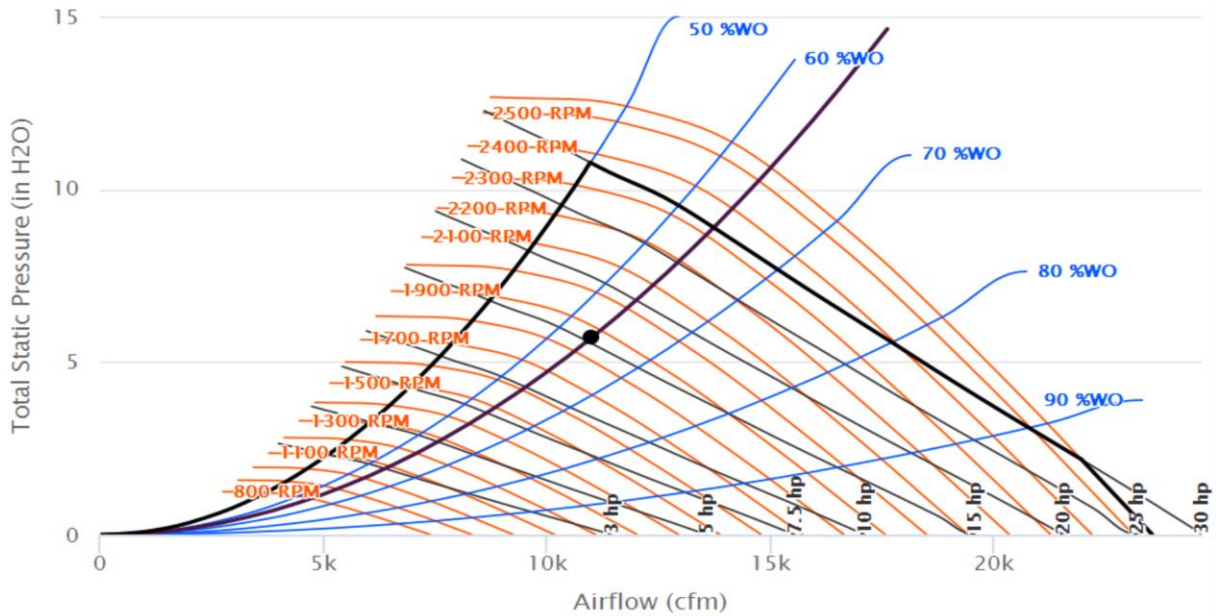
Fan Curve - Performance Climate Changer (CSAA)
 Item: A1 Qty: 1 Tag(s): AHU-1

Fan Details

Unit Size	27UR	Operating Brake Power	15.488 hp
Motor Frequency	63.00 Hz	Altitude	0.00 ft
Operating Airflow	11,000 cfm	Design Temp.	70.00 F
Operating Static Pressure	5.719 in H2O	Efficiency	64.04 %
Operating RPM	1,866 rpm		

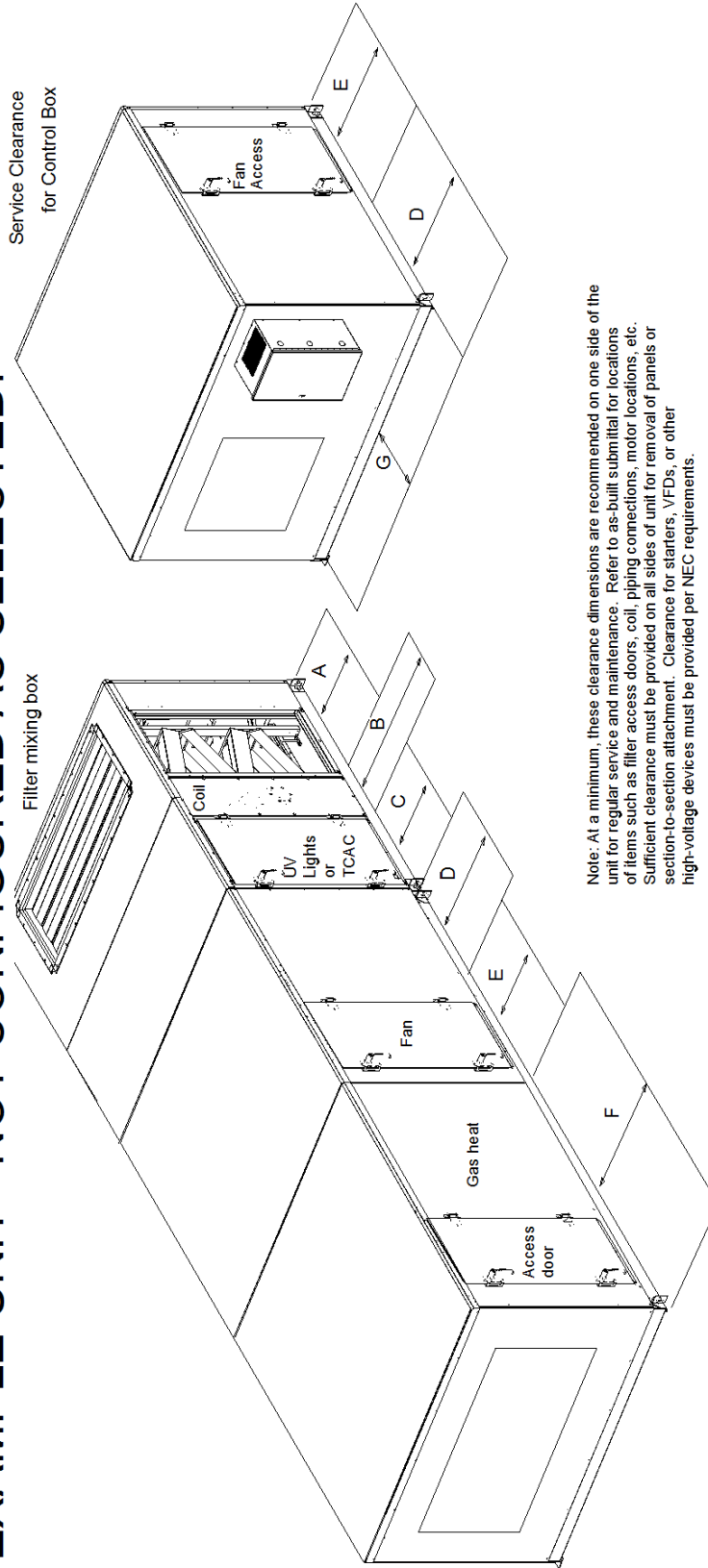
AHU-1 - Supply - Single Fan

Size 50 DDP 27 inch AF H Press 2x1 array 80% Width 9 blades



Accessory - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): AHU-1

EXAMPLE UNIT - NOT CONFIGURED AS SELECTED.



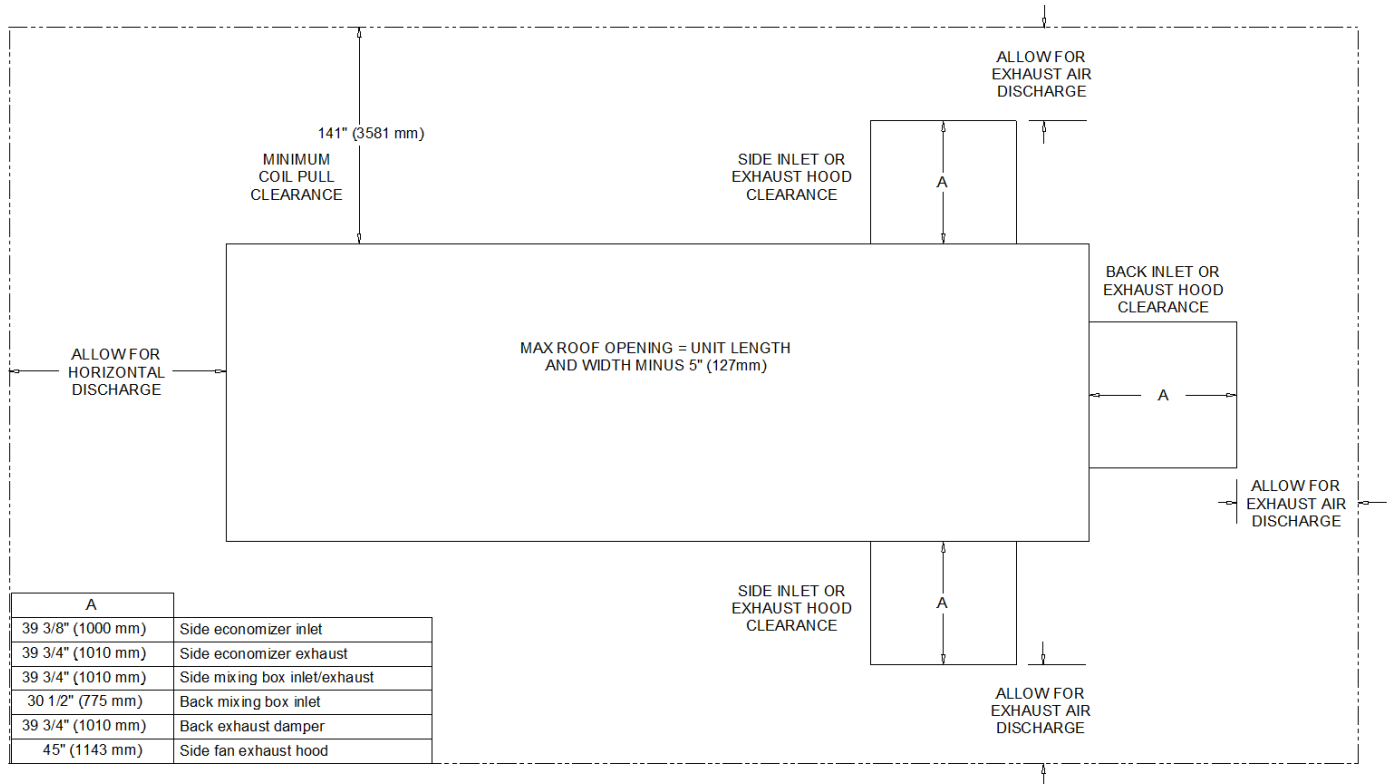
Note: At a minimum, these clearance dimensions are recommended on one side of the unit for regular service and maintenance. Refer to as-built submittal for locations of items such as filter access doors, coil, piping connections, motor locations, etc. Sufficient clearance must be provided on all sides of unit for removal of panels or section-to-section attachment. Clearance for starters, VFDs, or other high-voltage devices must be provided per NEC requirements.

Component	3	4	6	8	10	12	14	17	21	25	30	35	40	50	57	66	80	100	120
A (filter)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
B (coil, humidifier)	48	59	66	77	82	87	87	87	95	95	109	115	128	141	141	156	156	170	197
B (staggered coil)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	67	67	76	80	88	96	96	105	105	113	129
C (UV Lights)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	52	56	58	58
C (TCAC)	43	59	63	75	81	83	83	83	58	58	83	75	83	83	83	83	83	75	83
D (External Starter, VFD, LV box or Overload box)	61	61	61	61	61	61	61	61	64	64	64	64	64	64	64	64	64	64	64
D (Internal Starter or VFD)	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48
E (fan)	48	48	48	48	51	54	58	61	60	66	66	66	70	77	77	93	93	101	101
F (Gas Heat Ext Vestible)	N/A	N/A	89	90	108	100	100	105	115	115	118	136	140	156	156	170	179	180	N/A
F (Gas Heat Int Vestible)	N/A	N/A	56	63	74	79	84	84	92	92	106	112	125	138	138	153	153	167	194

Component	All Sizes
G (Side mount LV box)	36
G (Front mount LV box)	13

Accessory - Performance Climate Changer (CSAA)

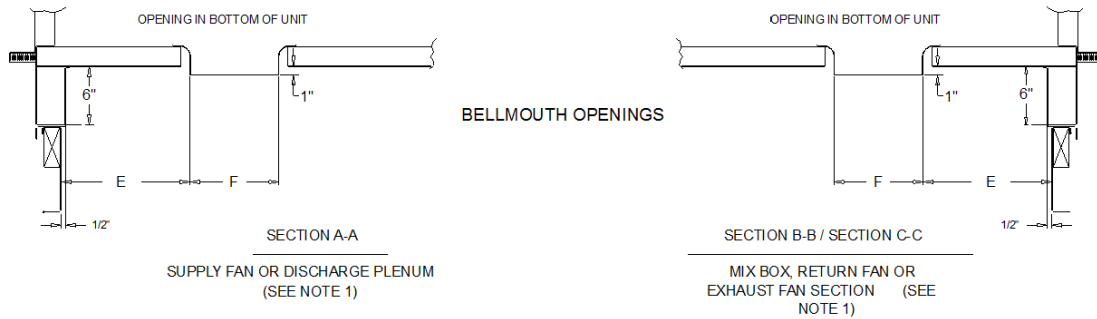
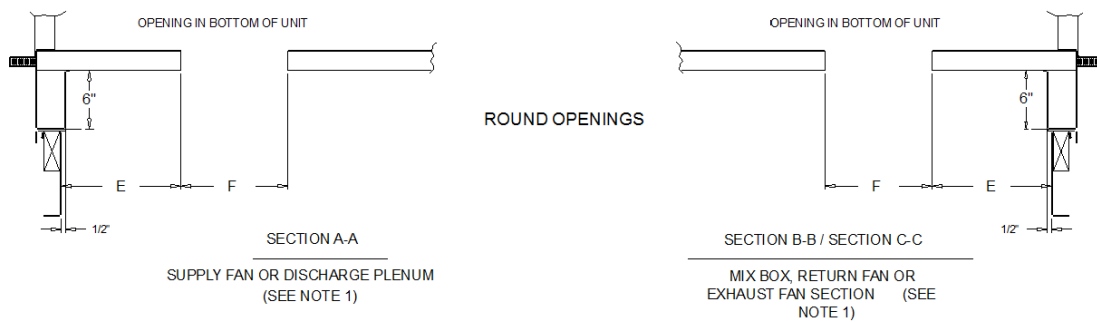
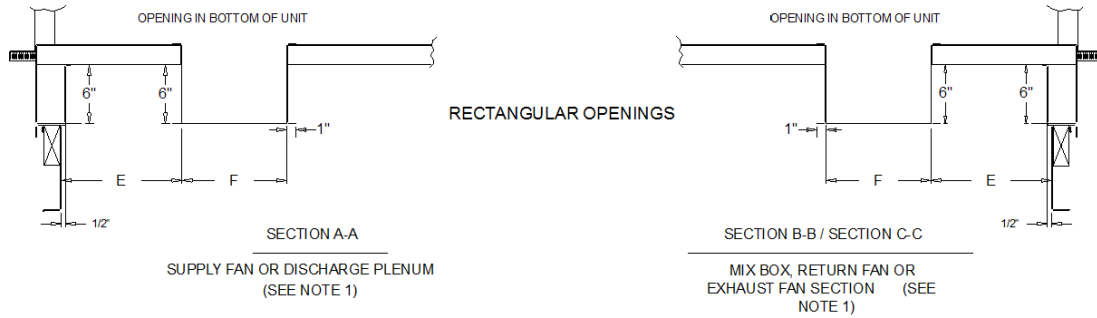
Item: A1 Qty: 1 Tag(s): AHU-1



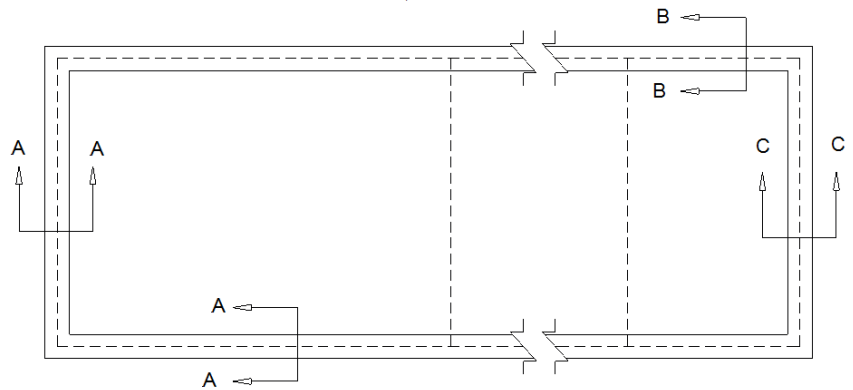
Accessory - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1

RELATIONSHIP OF CURB TO UNIT AS-BUILT



NOTE:
1. E and F are representative of dimensions on the accessory as-built used to locate opening(s) in the roof surface.



Accessory - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): AHU-1

Base Detail

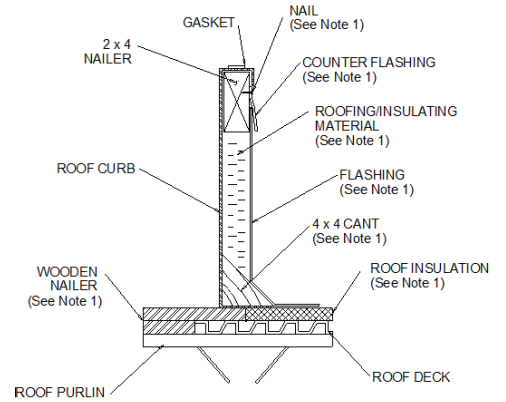
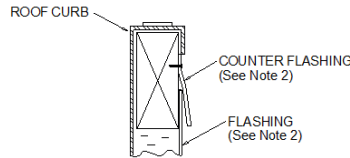
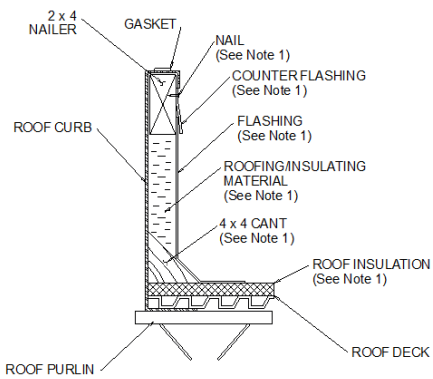


Accessory - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1

Recommendation for Roof Curb Installation

Refer to Performance IOM for specific installation instructions

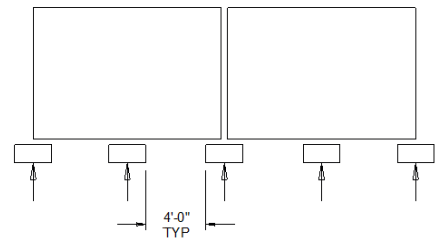
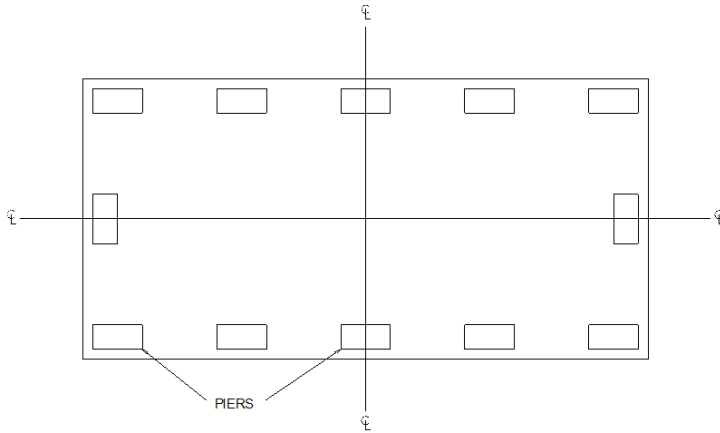


Note:

1. Materials to attach roof curb to roof are to be supplied by the installer.
2. Flashing or counter flashing should not come to or over top of curb.
3. Roof curb must be mechanically fastened to roof surface.

Recommendation for Pier Mounting

Refer to Performance IOM for specific installation instructions

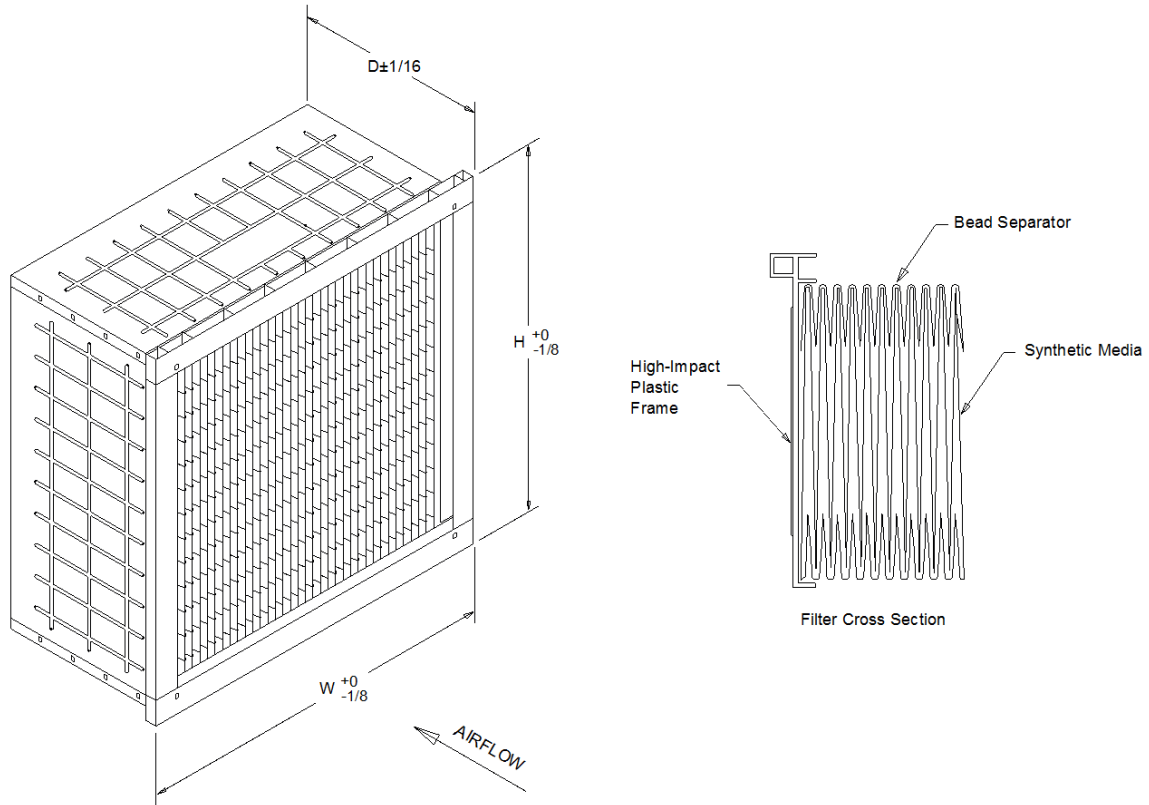


Note:

1. Pier supports should be inside 3" (3 - 50) or 4" (57 - 120) flat of unit base. Unit cannot be supported by unit base drip leg.
2. Piers beneath shipping splits must be structurally sound to support the weight of the unit.

Accessory - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



MODEL NUMBER	NOMINAL SIZE (INCHES) HXWXD	ACTUAL SIZE (INCHES) HXWXD	RATED AIR FLOW (CFM)	INITIAL RESISTANCE (IN. w.G.)	MEDIA AREA (SQUARE FEET)	MERV RATING
DC95	24X24X12	23-3/8X23-3/8X11-1/2	2000	.45	58	15
DC95	20X24X12	19-3/8X23-3/8X11-1/2	1650	.45	47	15
DC95	20X20X12	19-3/8X19-3/8X11-1/2	1400	.45	39	15
DC95	12X24X12	11-3/8X23-3/8X11-1/2	1000	.45	28	15

USTANDARD CONSTRUCTION

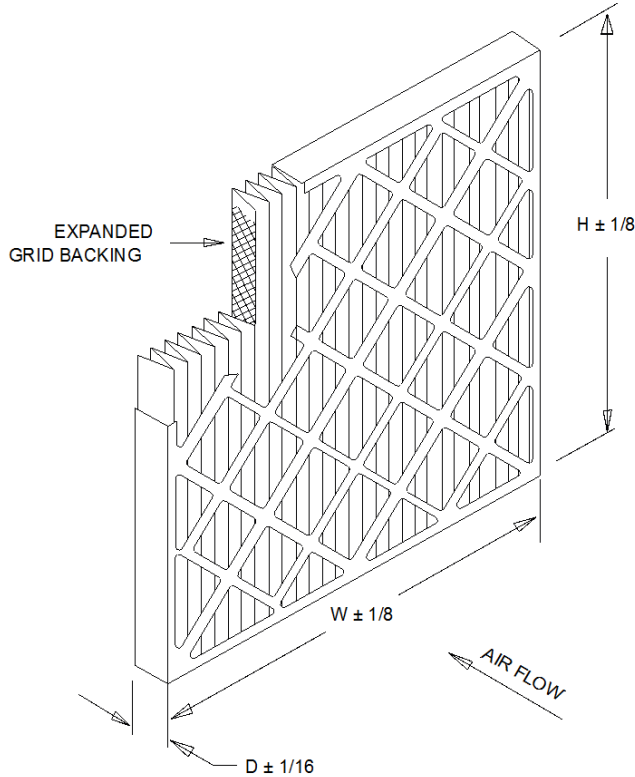
1. High Efficiency Synthetic Filter Media
2. Expanded Metal Pleat Supports
3. Adhesive seal on all four Media Pack Sides
4. 24 Gauge Galv. Steel Cell Sides
5. Plastic fingers maintain pleat spacing
6. Diagonal support braces on air entering and air leaving sides for additional rigidity
7. (4) retainer holes for spring latches, both sides

UNOTES

1. MERV per ASHRAE 52.2-2012
Tested at 492 FPM on 24x24 Face Size
2. Final Resistance: 1.5" W.G.
3. Rated Velocity - 500 FPM
4. Classified per UL Standard 900 for Flammability
5. Maximum Operating Temperature: 180deg F
6. Optional gasket available, note in the model number
U-Upstream Gasket
D-Downstream gasket
UD-Both sides
7. Special Sizes not available

Accessory - Performance Climate Changer (CSAA)

Item: A1 Qty: 1 Tag(s): AHU-1



STANDARD CONSTRUCTION

1. 100 % Synthetic White Un-Dyed Media
2. 10.0 Pleats Per Foot
3. Expanded Metal Pleat Supports
4. Moisture Resistant Beverage Board Frame
5. Double Wall Frame

NOTES

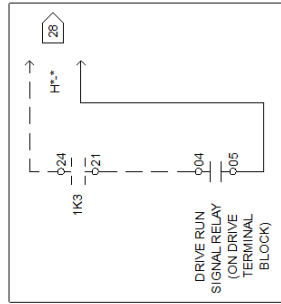
1. MERV 8-A Per ASHRAE 52.2-2007 Appendix J.
2. Final Resistance: 1/0" W.G.
3. Rated Velocity: 500 FPM
4. Class 2 Filter Per U.L. Standard 900
5. Maximum Operating Temperature: 225 DEG. F

MODEL NUMBER	NOMINAL SIZE IN. W X H X D	ACTUAL SIZE IN. W X H X D	RATED AIR FLOW CFM	INITIAL RESISTANCE IN. W.G.	MEDIA AREA SQ. FT.
MX40-STD2-217	10 X 20 X 2	9-1/2 X 19-1/2 X 1-3/4	700	0.29	4.7
MX40-STD2-220	12 X 20 X 2	11-1/2 X 19-1/2 X 1-3/4	840	0.29	5.5
MX40-STD2-210	12 X 24 X 2	11-3/8 X 23-3/8 X 1-3/4	1000	0.29	6.2
MX40-STD2-239	14 X 20 X 2	13-1/2 X 19-1/2 X 1-3/4	980	0.29	5.7
MX40-2TD2-241	14 X 25 X 2	13-1/2 X 24-1/2 X 1-3/4	1220	0.29	7.1
MX40-STD2-245	15 X 20 X 2	14-1/2 X 19-1/2 X 1-3/4	1050	0.29	6.2
MX40-STD2-201	16 X 20 X 2	15-1/2 X 19-1/2 X 1-3/4	1120	0.29	6.7
MX40-STD2-216	16 X 24 X 2	15-3/8 X 23-3/8 X 1-3/4	1340	0.29	8.0
MX40-STD2-202	16 X 24 X 2	15-1/2 X 24-1/2 X 1-3/4	1400	0.29	8.0
MX40-STD2-280	15 X 20 X 2	17-1/2 X 19-1/2 X 1-3/4	1250	0.29	7.8
MX40-STD2-212	18 X 24 X 2	17-3/8 X 23-3/8 X 1-3/4	1500	0.29	9.3
MX40-STD2-285	18 X 25 X 2	17-1/2 X 24-1/2 X 1-3/4	1570	0.29	9.7
MX40-STD2-203	20 X 20 X 2	19-1/2 X 19-1/2 X 1-3/4	1400	0.29	8.3
MX40-STD2-211	20 X 24 X 2	19-3/8 X 23-3/8 X 1-3/4	1670	0.29	9.9
MX40-STD2-204	20 X 25 X 2	19-1/2 X 24-1/2 X 1-3/4	1750	0.29	10.3
MX40-STD2-205	24 X 24 X 2	23-3/8 X 23-3/8 X 1-3/4	2000	0.29	11.7
MX40-STD2-225	25 X 25 X 2	24-1/2 X 24-1/2 X 1-3/4	2170	0.29	13.6

Accessory - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): AHU-1

SUPPLY FAN 1 SCHEMATIC PAGE 1 OF 4

AFS CIRCUIT
2-FAN ARRAY



CAUTION
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 FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

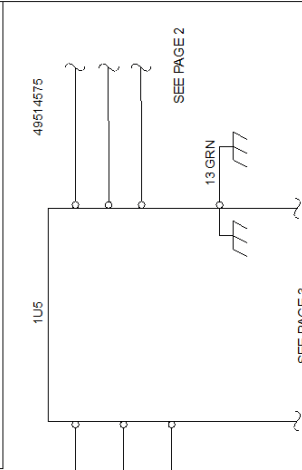
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WARNING
 HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE. FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

AVERTISSEMENT
 TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET OUVRIR LES SECTIONNEURS À DISTANCE. PUIS SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITÉS COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS DE L'ENTRAÎNEMENT POUR DÉCHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

ADVERTENCIA
 ¡VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUIDO LAS DESCONEXIONES REMOTAS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGURESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. PARA LAS UNIDADES CON EJE DE DIRECCIÓN DE VELOCIDAD VARIABLE, CONSULTE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZARLO ANTERIORMENTE INDICADO, PODRÍA OCASIONAR LA MUERTE O SERIAS LESIONES PERSONALES.



AREA	DEVICE PREFIX	LOCATION CODE	DESCRIPTION
1	HIGH VOLTAGE PANEL		CIRCUIT BREAKER
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)		VFD FUSES
3	AIR HANDLER SECTION		START / STOP RELAY
			TERMINAL STRIP CONTROL CIRCUIT
			VFD CONTROLLER
			MOTORS (2-FAN ARRAY)
			MOTOR BREAKERS (2-FAN ARRAY)

- NOTES:**
- DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
 - ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY. FIELD CONDUCTORS SHALL HAVE INSULATION RATING NOT LESS THAN 600V COPPER CONDUCTORS ONLY.
 - THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE, AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430-2 OF THE NATIONAL ELECTRICAL CODE.
 - PROGRAM TERMINAL 18 AS RUN.
 - PROGRAM TERMINAL 27 INV. COASTING STOP.
 - PROGRAM TERMINAL 27 INV. COASTING STOP.
 - CLOSES TO RUN AUTO MODE OR BYPASS AUTO FOR OPTION VFD OR STARTER.
 - FIELD SUPPLIED CONTACTS.
 - ATTACH GROUND OR EQUIPMENT GROUND.
 - AIRFLOW SWITCH INPUT, REFER TO LOW VOLTAGE SCHEMATIC.

Accessory - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): AHU-1

SUPPLY FAN 1 SCHEMATIC PAGE 2 OF 4

NOTES

- 1 DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE FIELD WIRING TO BE OBTAINED FROM THE CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
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- 10 FIELD SUPPLIED CONTACTS.
- 27 ATTACH GROUND OR EQUIPMENT GROUND.
- 28 AIRFLOW SWITCH INPUT, REFER TO LOW VOLTAGE SCHEMATIC.

AREA	DEVICE PREFIX LOCATION CODE
1	HIGH VOLTAGE PANEL
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)
3	AIR HANDLER SECTION

DEVICE DESIGNATION	DESCRIPTION
1CB1	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START / STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1-A1 TO 3B1-B1	MOTORS (2-FAN ARRAY)
1MP-A1 TO 1MP-B1	MOTOR BREAKERS (2-FAN ARRAY)

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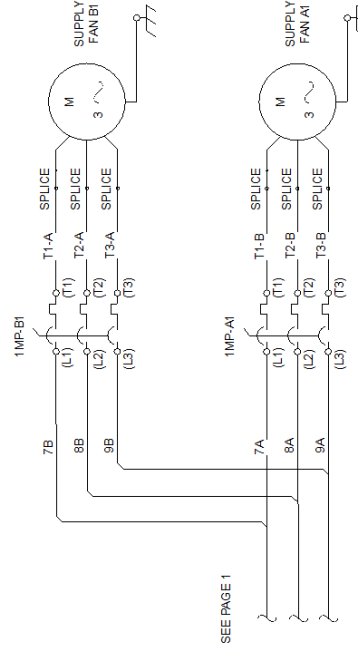
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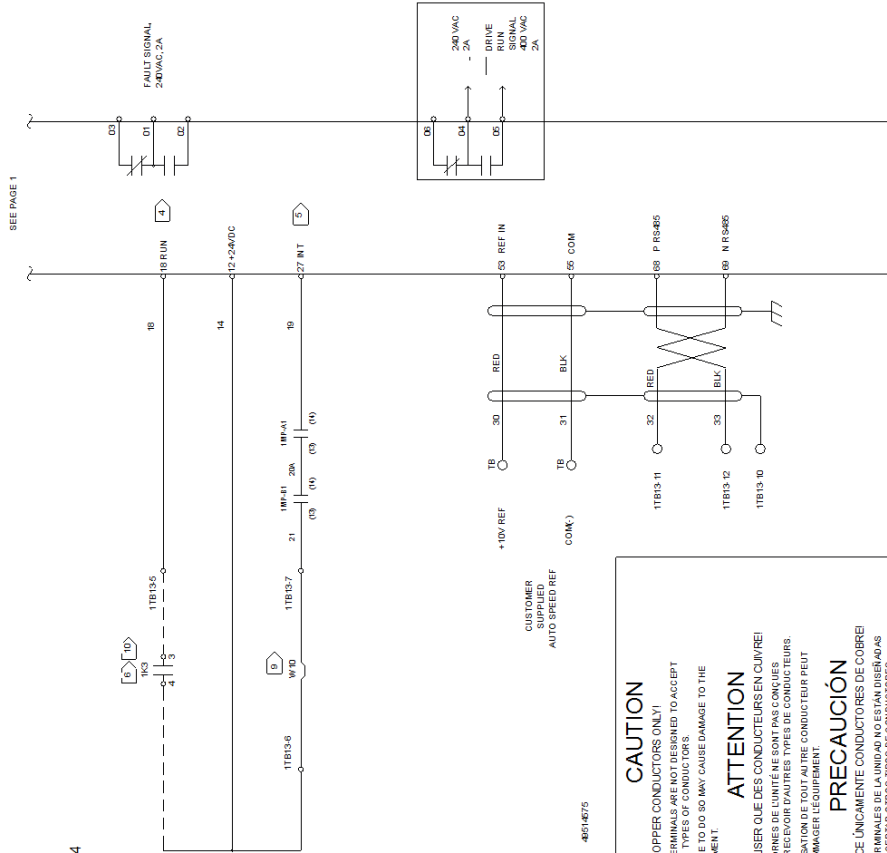
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SEE PAGE 1

Accessory - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): AHU-1

SUPPLY FAN 1 SCHEMATIC PAGE 3 OF 4



- NOTES:
- 1 PANEL LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION.
 - 2 ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS, OTHER COUNTRIES CODES, FIELD WIRING PRACTICES, AND THE MANUFACTURER'S FIELD WIRING INSTRUCTIONS. WIRE GAUGE SHALL BE 18 AWG UNLESS OTHERWISE SPECIFIED. CONDUCTORS SHALL BE COPPER.
 - 3 THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM USE SIZE AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 400.2 OF THE NATIONAL ELECTRICAL CODE.
 - 4 PROGRAM TERMINAL 19 AS RUN.
 - 5 PROGRAM TERMINAL 27 INV. COASTING STOP.
 - 6 PROGRAM TERMINAL 27 INV. COASTING STOP.
 - 7 CLOSURE TO RUN AUTO MODE OR BYPASS AUTO FOR OPTION VFD OR STARTER.
 - 8 FIELD SUPPLIED CONTACTS.
 - 9 ATTACH GROUND OR EQUIPMENT GROUND.
 - 10 AIRFLOW SWITCH INPUT, REFER TO LOW VOLTAGE SCHEMATIC.

AREA	DEVICE PREFIX	LOCATION	DESCRIPTION
1	HIGH VOLTAGE	PANEL	CIRCUIT BREAKER
2	FUSE	1F40 TO 1F42	VFD FUSES
3	AIR HANDLER	ELECTION	START/STOP RELAY
			TERMINAL STRIP CONTROL CIRCUIT
			VFD CONTROLLER
			MOTORS (CAN ARRAY)
			MOTOR BREAKERS (CAN ARRAY)

WARNING
HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK-OUT AND TAG PROCEDURES BEFORE WORKING ON THIS EQUIPMENT. MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNITS WITH VARIABLE SPEED DRIVE REFER TO DRIVE INSTRUCTIONS TO DISCHARGE. FAILURE TO DISCHARGE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.

AVERTISSEMENT
TENSION DANGEREUSE!

COUPER TOUTES LES TENSIONS ET SUIVRE LES PROCÉDURES DE VERROUILLAGE ET D'ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTES LES CAPACITÉS DE LA MOTEUR SONT DÉCHARGÉES. DANS LE CAS D'UNITS À VITESSE VARIABLE, SE REPORTER AUX INSTRUCTIONS POUR DÉCHARGER LES CONDENSATEURS. NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.

ADVERTENCIA
MOLTAJE PELIGROSO!

DESCONECTE TODA LA ENERGÍA ELÉCTRICA INCLUIDO LOS DESCONECTORES REMOTOS Y SIGA LOS PROCEDIMIENTOS DE CIERRE Y SERVICIO. ASEGURESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN DESCARGADO EL VOLTAJE ALMACENADO. CON SILETE LAS INSTRUCCIONES PARA LA DESCARGA DEL CONDENSADOR. EL NO REALIZARLO ADECUADAMENTE PUEDE RESULTAR EN LESIONES PERSONALES.

CAUTION

USE COPPER CONDUCTORS ONLY!
UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT ALUMINUM OR COPPER ALLOYS.
FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!
LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TIYPES DE CONDUCTEURS.
L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'EQUIPEMENT.

PRECAUCIÓN

¡UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!
LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.
SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.

Accessory - Performance Climate Changer (CSAA)
Item: A1 Qty: 1 Tag(s): AHU-1

SUPPLY FAN 1 SCHEMATIC PAGE 4 OF 4

NOTES:

- 1 DASHED LINES INDICATE RECOMMENDED FIELD WIRING BY OTHERS. PHANTOM LINES INDICATE CONTROL OPTION. REF. CONTROL PANEL SCHEMATIC FOR SPECIFIC DETAIL.
- 2 ALL FIELD WIRING MUST BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC), STATE AND LOCAL REQUIREMENTS. OTHER COUNTRIES APPLICABLE NATIONAL AND/OR LOCAL REQUIREMENTS SHALL APPLY. FIELD CONDUCTORS SHALL HAVE INSULATION RATINGS NOT LESS THAN 900V COPPER CONDUCTORS ONLY.
- 3 THE MINIMUM CIRCUIT AMPACITY, THE MAXIMUM FUSE SIZE AND DISCONNECT SIZE ARE CALCULATED BASED ON THE INVERTER INPUT LINE CURRENTS PER ARTICLE 430.2 OF THE NATIONAL ELECTRICAL CODE.

- 4 PROGRAM TERMINAL 18 AS RUN.
- 5 PROGRAM TERMINAL 27 INV. COASTING STOP.
- 6 PROGRAM TERMINAL 27 INV. COASTING STOP.
- 9 CLOSES TO RUN AUTO MODE OR BYPASS AUTO FOR OPTION VFD OR STARTER.
- 10 FIELD SUPPLIED CONTACTS.
- 27 ATTACH GROUND OR EQUIPMENT GROUND.
- 28 AIR FLOW SWITCH INPUT, REFER TO LOW VOLTAGE SCHEMATIC.

AREA	DEVICE PREFIX	LOCATION CODE
1	HIGH VOLTAGE PANEL	
2	LOW VOLTAGE PANEL (UNIT SCHEMATIC)	
3	AIR HANDLER SECTION	

DEVICE DESIGNATION	DESCRIPTION
1CB11	CIRCUIT BREAKER
1F40 TO 1F42	VFD FUSES
1K3	START/STOP RELAY
1TB13	TERMINAL STRIP CONTROL CIRCUIT
1U5	VFD CONTROLLER
3B1-A1 TO 3B1-B1	MOTORS (2-FAN ARRAY)
1MP-A1 TO 1MP-B1	MOTOR BREAKERS (2-FAN ARRAY)

VOLTAGE (VOLTS)	1MP-A1-B1			MIMP PIN (ABB)
	MOTOR HP	DRIVE HP	MIMP PIN	
200	3	7.5	MS132-10	
	5	15	MS165-16	
	7.5	20	MS165-25	
	10	20	MS165-25	
	10	20	MS165-25	
	15	30	MS165-42	
	15	30	MS165-42	
	3	7.5	MS132-10	
	5	15	MS165-16	
	7.5	15	MS165-20	
230	7.5	20	MS165-25	
	10	20	MS165-25	
	15	30	MS165-42	
	15	30	MS165-42	
	20	40	MS165-54	
	20	40	MS165-54	
	3	7.5	MS132-4.0	
	5	10	MS132-10	
	5	15	MS132-10	
	7.5	15	MS132-10	
460	7.5	20	MS165-16	
	10	25	MS165-16	
	15	30	MS165-20	
	20	40	MS165-25	
	20	40	MS165-32	
	25	50	MS165-32	
	25	60	MS165-42	
	30	60	MS165-42	
	40	75	MS165-54	
	5	15	MS132-6.3	
575	7.5	15	MS132-10	
	10	20	MS132-10	
	10	30	MS132-16	
	15	30	MS132-16	
	15	40	MS132-20	
	20	50	MS132-25	
	25	50	MS132-25	
	30	60	MS132-32	
	40	75	MS165-42	

FUSE	VOLTAGE	VFD FUSES		CLASS
		PANEL HP (MAX)	FIN	
1F 40 1F 41 1F 42	200/230	5	LP-CC-25	CC
		7.5	JUN-50	T
		15	JUN-80	T
		20	JUN-100	T
		40	JUN-150	T
		10	JUN-50	T
		15	JUN-80	T
		25	JUN-100	T
		30	JUN-150	T
		40	JUN-150	T
1F 40 1F 41 1F 42	230	5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JIS-50	T
		25-30	JIS-80	T
		40	JIS-100	T
		50-60	JIS-125	T
		75-100	JIS-200	T
		5-10	LP-CC-20	CC
		30-40	JIS-80	T
		50-75	JIS-125	T
1F 40 1F 41 1F 42	460	5	LP-CC-15	CC
		7.5-10	LP-CC-25	CC
		15-20	JIS-50	T
		25-30	JIS-80	T
		40	JIS-100	T
		50-60	JIS-125	T
		75-100	JIS-200	T
		5-10	LP-CC-20	CC
		30-40	JIS-80	T
		50-75	JIS-125	T
1F 40 1F 41 1F 42	575	100-125	JIS-200	T

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CAUTION

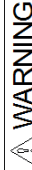
USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.
 FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

ATTENTION

N'UTILISER QUE DES CONDUCTEURS EN CUIVRE!
 LES BORNES DE L'UNITÉ NE SONT PAS CONÇUES POUR RECEVOIR D'AUTRES TYPES DE CONDUCTEURS.
 L'UTILISATION DE TOUT AUTRE CONDUCTEUR PEUT ENDOMMAGER L'ÉQUIPEMENT.

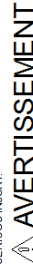
PRECAUCIÓN

UTILICE ÚNICAMENTE CONDUCTORES DE COBRE!
 LAS TERMINALES DE LA UNIDAD NO ESTÁN DISEÑADAS PARA ACEPTAR OTROS TIPOS DE CONDUCTORES.
 SI NO LO HACE, PUEDE OCASIONAR DAÑO AL EQUIPO.



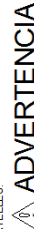
WARNING

HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING. INSURE THAT ALL STORED VOLTAGE UNITS WITH VARIABLE SPEED DRIVE REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE FAILURE TO DO THE ABOVE BEFORE SERVICING COULD RESULT IN DEATH OR SERIOUS INJURY.



AVERTISSEMENT

TENSION DANGEREUSE!
 COUPER TOUTES LES TENSIONS ET Y COMPRIS LES DÉCONNECTS À DISTANCE. SUIVRE LES PROCÉDURES DE VERROUILLAGE ET DES ÉTIQUETTES AVANT TOUTE INTERVENTION. VÉRIFIER QUE TOUTS LES CONDENSATEURS DES MOTEURS SONT DÉCHARGÉS. DANS LE CAS D'UNITES COMPORTANT DES ENTRAÎNEMENTS À VITESSE VARIABLE, SE RÉFÉRER AUX INSTRUCTIONS POUR LE DÉCHARGEMENT DES CONDENSATEURS.
 NE PAS RESPECTER CES MESURES DE PRÉCAUTION PEUT ENTRAÎNER DES MORTS ET/OU DES BLESSURES GRAVES POUVANT ÊTRE MORTELLES.



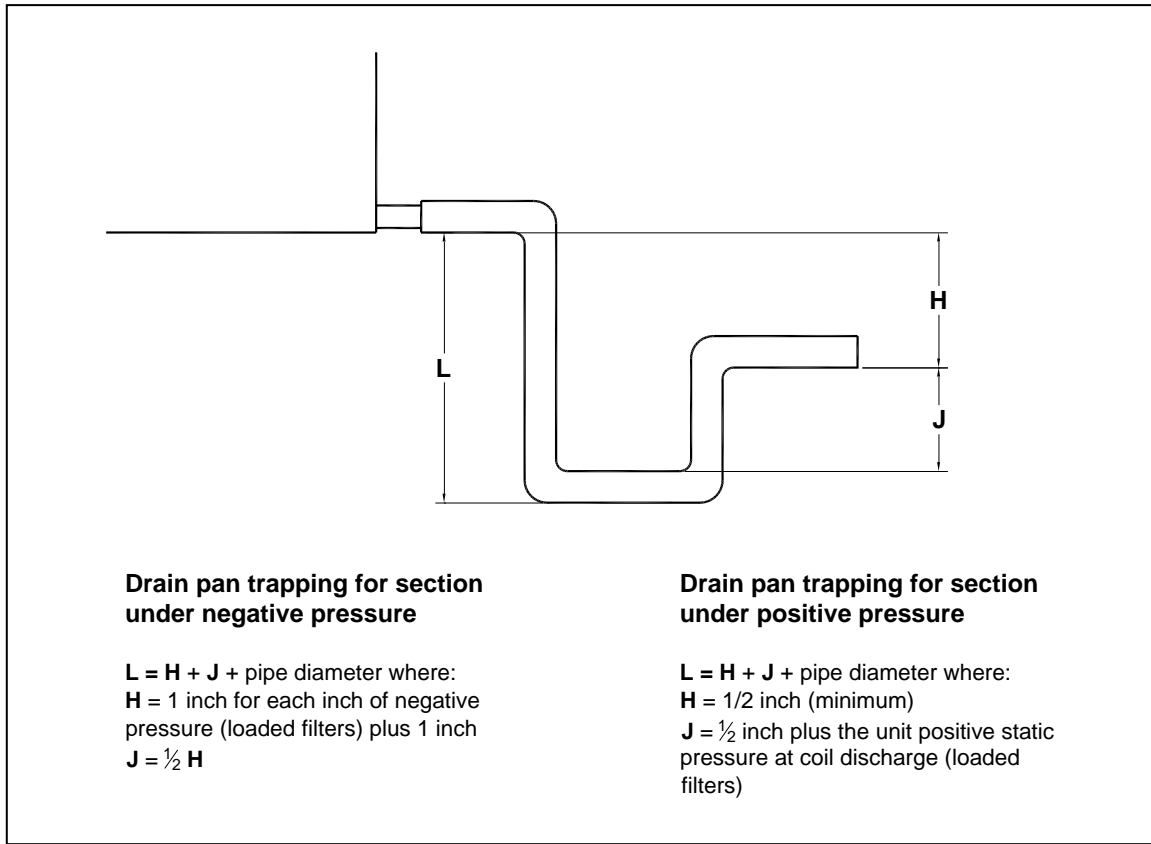
ADVERTENCIA

VOLTAJE PELIGROSO!
 DESCONECTE TODA LA ENERGÍA ELÉCTRICA, INCLUIDAS LAS DESCONEXIONES A DISTANCIA. SIGA LOS PROCEDIMIENTOS DE BLOQUEO Y ETIQUETADO ANTES DE PROCEDER AL SERVICIO. ASEGÚRESE DE QUE TODOS LOS CAPACITORES DEL MOTOR HAYAN SIDO DESCARGADOS. EL VOLTAJE ALMACENADO EN LAS UNIDADES CON VELOCIDAD VARIABLE, PUEDE CAUSAR LA MUERTE O SERIAS LESIONES PERSONALES SI NO SE REALIZA LO ANTERIORMENTE EN FORMA CORRECTA. SI NO SE REALIZA O SERIAS LESIONES PERSONALES.

Accessory - Performance Climate Changer (CSAA)

Trap Schedule

Item: A1 Qty: 1 Tag(s): AHU-1



Unit Tag(s)	Unit Size	Entering Ext. Static Pressure (in H2O)	Discharge Ext. Static Pressure (in H2O)	Drain pan Section Location	Recommended Trap Dimensions ¹			Selected Baserail Height (in) ¹
					H (in)	J (in)	L (in)	
AHU-1 ²	Unit size 50	1.500	1.500	Coil section [3]	5.974	2.987	10.211	6.000

¹ To ensure proper condensate trapping the field installed housekeeping pad height is the responsibility of the contractor.

² The external static pressure used for fan selection was assumed to be divided 50% to entering duct external static pressure and 50% discharge external static pressure.

Accessory - Performance Climate Changer (CSAA)**Filter Schedule****Item: A1 Qty: 1 Tag(s): AHU-1**

Unit Tag(s)	Filter Location	Filter Arrangement	Filter Depth	Filter Type	MERV Rating	Filter Quantity	Filter Size
AHU-1	Filter section [2]	Cartridge filter	Bag/cartridge filter frame	2" Pleated media	MERV 8	5 10	12 x 24 24 x 24
				12in. cartridge - 95% eff	MERV 15	5 10	12 x 24 24 x 24

Field Wiring - Performance Climate Changer (CSAA)**MCA MOP Schedule****Item: A1 Qty: 1 Tag(s): AHU-1**

Unit Tag(s)	Circuit	Circuit Description	Voltage/Phase/Hz	MCA (A)	MOP (A)
AHU-1	1	Supply fan motor(s)	460/3/60	65.00	110.00

Tag Data - Air-Cooled Condensing Units (Commercial) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	CU-1	1	20-60 Ton Air-Cooled Condensing Unit (RA	RAUJC604B_ 3A*D***02

Product Data - Air-Cooled Condensing Units (Commercial)**Item: B1 Qty: 1 Tag(s): CU-1**

Standard Unit
 Condenser: Air-cooled
 R-410A refrigerant
 60 ton unit
 460 Volt 60 Hertz 3 Phase
 No controls
 Low ambient damper(s) control
 cULus approval
 Non-fused disconnect switch
 Suction service valve
 Neoprene isolators (unit) (Field Installed)
 Refrigerant specialties
 Year 2-5 Parts warranty whole unit (less compressor)
 2-10th Year compressor parts warranty
 1st Year Labor warranty whole unit
 2-5th Year Labor warranty whole unit
 Refrigerant warranty 1st year only
 Refrigerant warranty 2nd thru 5th year

Performance Data - Air-Cooled Condensing Units (Commercial)

Tags	CU-1
Net total capacity (MBh)	734.25
Ambient (F)	100.00
Elevation (ft)	0.00
Compressor power (kW)	66.85
Cond fan motor power (kW)	5.40
Total power (Cond only) (kW)	72.26
EER @ AHRI (Cond only) (EER)	11.2
Min circuit ampacity (A)	120.00
Max overcurrent protection (A)	125.00
Recommended dual element (A)	125.00
Compressor 1 RLA (A)	25.50
Compressor 1 count (Each)	4.00
Compressor 2 RLA (A)	0.00
Compressor 2 count (Each)	0.00
Condenser motor FLA (A)	1.80
Condenser motor count (Each)	6.00
Suction line size-horizontal	2-1/8 in.
Suction line size - vertical	2-1/8 in.
Liquid line size	7/8 in.
Est refrigerant charge per ckt. (lb)	23.8
Refrigerant type	R410a
Refrigerant charge(no evap) - 50 ft (lb)	24.0
Refrigerant charge(no evap) - 100 ft (lb)	36.0
Refrigerant charge(no evap) - 150 ft (lb)	48.0
Liquid temp ent expansion device (F)	108.48
Min operating weight (lb)	2803.0
Max operating weight (lb)	3462.0
Application type	Standalone RAUJ Condenser
Saturated Suction Temperature (F)	43.00

Mechanical Specifications - Air-Cooled Condensing Units (Commercial)**Item: B1 Qty: 1 Tag(s): CU-1****General - R410A**

All air-cooled condensing units shall have scroll compressors and are factory assembled and wired. Each unit shall ship from the factory with a nitrogen holding charge. Units shall be constructed of 14-gauge welded galvanized steel frame with 14 and 16-gauge galvanized steel panels and access doors. Units shall have factory mounted, louvered, full-length steel grilles to protect the condenser coils and piping. Unit surface shall be phosphatized and finished with an air-dry paint. This air-dry paint finish shall be durable enough to withstand a minimum of 672-consecutive-hour salt spray application in accordance with standard ASTM B117.

Compressors - R-410A

Trane 3-D Scroll compressors have simple mechanical design with only three (3) major moving parts. Scroll type compression provides inherently low vibration. 3-D compressors provide a completely enclosed compression chamber with no leakage paths. The compressor is suction gas cooled, direct drive, 3600 RPM hermetic motors. The Scroll compressor includes a centrifugal oil pump, oil level sight glass, and an oil charging valve.

Refrigerant Management - R-410A

Split systems can have significantly more refrigerant than packaged systems and thus require controls to reliably manage this excess refrigerant. Each compressor shall have crankcase heaters installed, properly sized to minimize the amount of liquid refrigerant present in the oil sump during off cycles. Additionally, the condensing unit shall have controls to initiate refrigerant isolation at system shut down on each refrigerant circuit. To be operational, the refrigerant isolation cycle requires a field-installed isolation solenoid valve on the common liquid line near the evaporator.

Note: Under extreme conditions, R410a refrigerant can present special challenges with piping and system design. Whenever refrigerant line set lengths approach 150 equivalent feet and/or design ambient temperature exceeds 115 degrees F, contact your Trane Account Executive to review application requirements.

Unit Control - R410A

Factory provided 115-volt control circuit includes fusing and control power transformer. The unit is wired with magnetic contactors for compressor and condenser motors, three-leg solid-state compressor overload protection, and high/low pressure cutouts. Charge isolation, reset relay and anti-recycle compressor timer is provided. Across-the-line start is standard.

Dual Circuit, Condenser Coils for 40-60 Ton Units - R-410A

Condenser coils are dual circuited having an Aluminum Microchannel design. The coils are burst tested and leak tested. Factory installed liquid line service valves are standard.

Dual Refrigerant Circuit w/Four Capacity Stages for 40-60 Ton Units - R410A

Each unit has dual refrigeration circuits. Each circuit has two (2) compressors manifolded together utilizing a passive oil system. Each unit has four capacity stages. Capacity modulation is accomplished by turning compressors on and off.

Condenser Fans - R-410A

Condenser fans are direct driven with motors having thermal overload protection and permanently lubricated ball bearings.

No System Control - R-410A

No System Control provides a terminal strip for step control provided by others. The system provides internal 3 minute fixed on and 5 minute fixed off time delays and compressor contactors. Each unit is equipped with a phase loss/reversal/low voltage monitor which protects 3-phase equipment from phase loss, phase reversal, and low voltage. Any fault condition will produce a Failure Indicator LED, and send the unit into an emergency stop condition. The system temperature ?step? controller must be field provided and installed.

Note: For No Controls units with system temperature ?step? controllers provided by others, the controller must include 5 minute on/off interstage timers to coordinate with the units fixed on/off time delay relays.

Low Ambient Control R-410A

Low ambient option extends unit operation from 40 F to 0 F [4.5 to -17.8 C] by utilizing an external damper assembly for head pressure control.

Non-Fused Unit Disconnect Switch - R-410A

A non-fused disconnect switch is mounted in the control box and provides for interruption of power for servicing the unit. Lugs are suitable for copper wires only. No overcurrent or short circuit protection is provided for unit by this switch.

Neoprene Vibration Isolators - R-410A

Neoprene-in shear isolators are supplied for field installation under the unit base to minimize transmission of unit vibration. The isolators consist of a steel top plate and base completely imbedded in color coded oil-resistant neoprene stock. Mountings have deflection of 1/4".

Field Installed; 30% Bleed Valve TXV

Installation shall require use of 30% bleed, Thermal Expansion Valves. Valves shall be field supplied and field installed. Quantity and size shall be determined by the application.

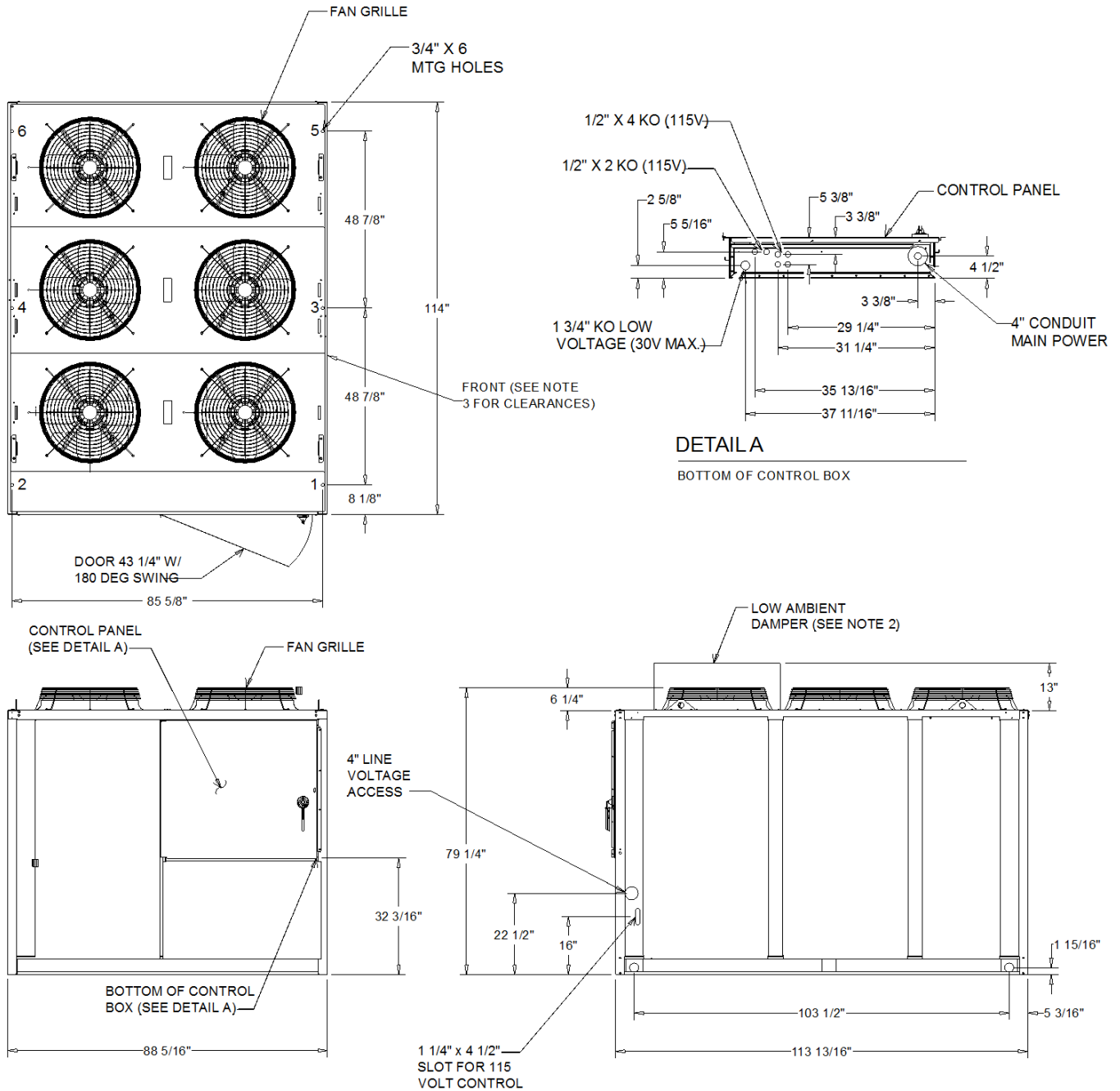
Note: Liquid line solenoids are required for all applications. Trim solenoids cannot be used.

Dimensional Drawings - Air-Cooled Condensing Units (Commercial)

Item: B1 Qty: 1 Tag(s): CU-1

NOTES:

1. SEE CONNECTION DRAWING FOR CONNECTION LOCATION AND SIZES.
2. LOW AMBIENT DAMPER ONLY COMES WITH SELECTED UNIT .
3. FRONT & BACK OF UNIT CLEARANCE 72". LEFT & RIGHT SIDE OF UNIT CLEARANCE 42"



60 TON UNIT

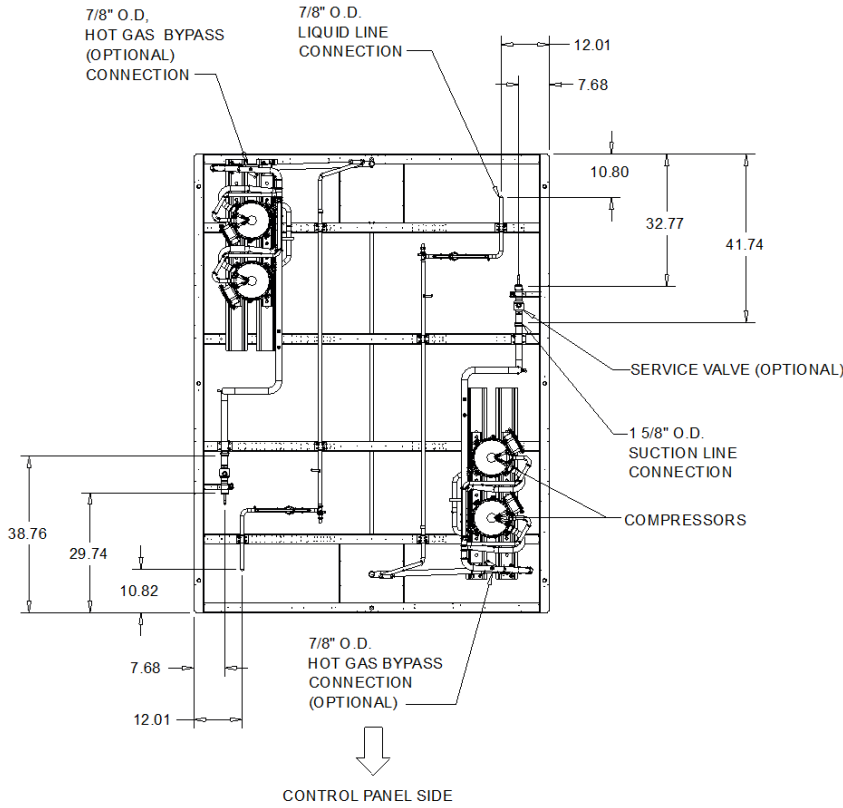
DIMENSIONAL DRAWING

Dimensional Drawings - Air-Cooled Condensing Units (Commercial)

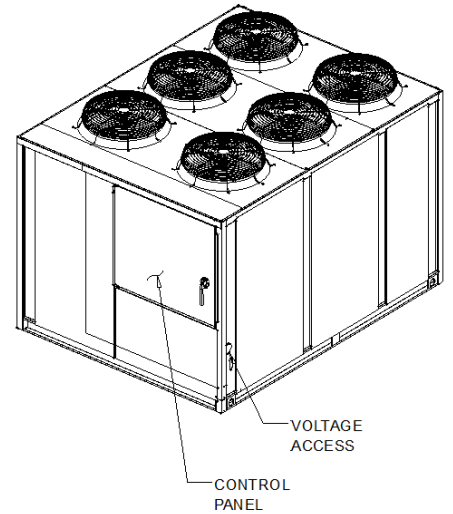
Item: B1 Qty: 1 Tag(s): CU-1

NOTES:

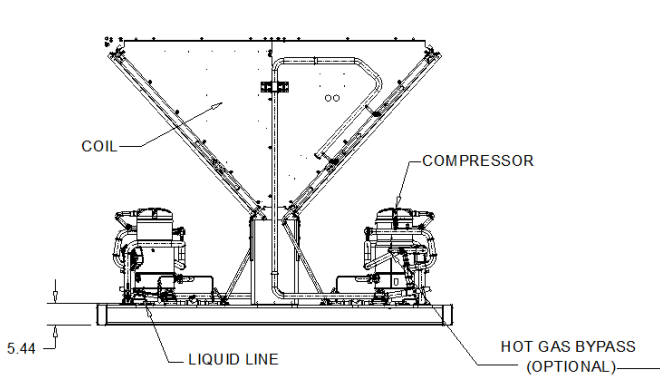
1. VERIFY WEIGHTS, CONNECTIONS, AND ALL DIMENSIONS WITH TRANE INSTALLATION OPERATION MAINTENANCE (IOM) DOCUMENTS BEFORE INSTALLATION.



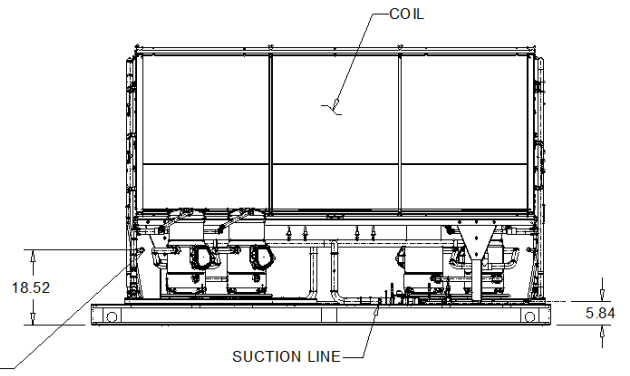
PLAN VIEW OF UNIT
CONNECTION DRAWING



ORIENTATION VIEW OF UNIT
ISOMETRIC DRAWING



CONTROL PANEL (LEFT) SIDE VIEW OF UNIT
CONNECTION DRAWING



BACK VIEW OF UNIT
CONNECTION DRAWING

60 TON UNIT

DIMENSIONAL CONNECTION DRAWING

Dimensional Drawings - Air-Cooled Condensing Units (Commercial)
Item: B1 Qty: 1 Tag(s): CU-1

GENERAL ELECTRICAL DATA

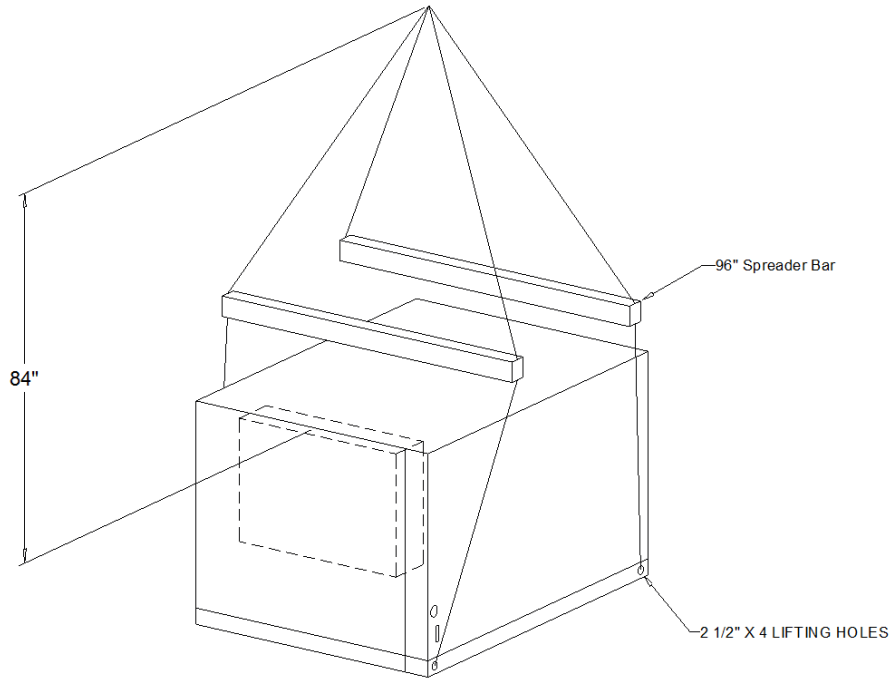
<p>GENERAL</p> <p>Tonnage / kW: 60 [211.2 kW] Unit Operating Voltage Range: 414-506 Unit Primary Voltage: 460 Unit Hertz: 60 Unit Phase: 3 Minimum Circuit Ampacity: (3) 120.00 A Maximum Overcurrent Protection Device: (2) 125.00 A Recommended Dual Element Fuse: (4) 125.00 A</p>	<p>OUTDOOR MOTOR</p> <p>Number: 6 Horsepower: 1.0 Motor Speed (rpm): 1,140 Outdoor Motor Full Load amps: 1.8 Outdoor Motor Locked Rotor amps: 9.0</p>
<p>COMPRESSOR</p> <p>Circuit A1/A2 - Circuit B1/B2</p> <p>Tons (ea): 15.0 / 15.0 - 15.0 / 15.0 Compressor Rated Load Amps (ea): 25.5 / 25.5 - 25.5 / 25.5 Locked Rotor Amps (ea): 197.0 / 197.0 - 197.0 / 197.0</p>	<p>REFRIGERANT OPERATING CHARGE (Cond Only, per Circuit)</p> <p>Type: R-410A Number of Circuits: 2 Condenser Storage Capacity: 25.0 lb Refrigerant Operating Charge (Condenser Only) : 23.8 lb</p>

Notes:

1. Electrical data is for each individual motor.
2. Maximum overcurrent protection permitted by nec 440-22 is 225 percent of largest compressor motor RLA plus the remaining motor RLA and FLA values.
3. Minimum circuit ampacity is 125 percent of the largest compressor motor RLA plus the remaining motor RLA and FLA values.
4. Recommended dual element fuse size is 150 percent of the largest compressor motor RLA plus the remaining motor RLA and FLA values.
5. Local codes may take precedence.
6. Electrical data is pulled from TOPSS (performance engine). If data is missing please check TOPSS.

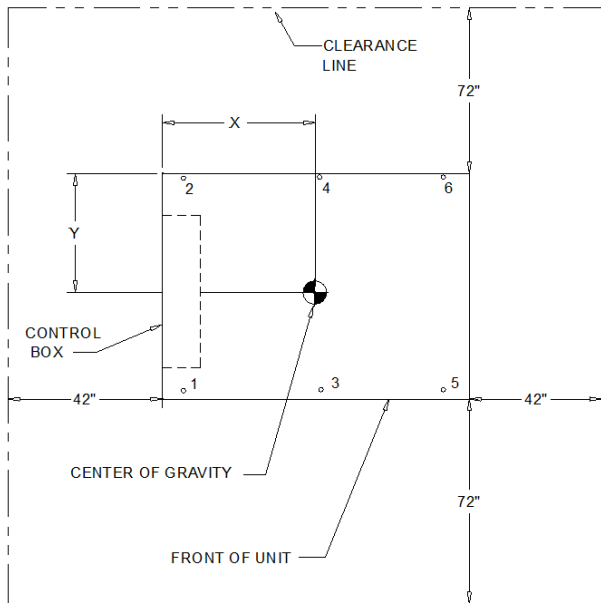
Weight, Clearance & Rigging - Air-Cooled Condensing Units (Commercial)

Item: B1 Qty: 1 Tag(s): CU-1



60 TON RIGGING

WEIGHT AND RIGGING



60 TON CENTER OF GRAVITY AND CLEARANCES

WEIGHT AND RIGGING

WEIGHTS AND LOAD POINTS

OPERATING:	2853.0 lb
SHIPPING:	2803.0 lb
LOAD POINTS 1 :	367.2 lb
LOAD POINTS 2 :	332.8 lb
LOAD POINTS 3 :	426.0 lb
LOAD POINTS 4 :	391.6 lb
LOAD POINTS 5 :	692.5 lb
LOAD POINTS 6 :	642.9 lb

*ALL WEIGHTS ARE APPROXIMATE

CENTER OF GRAVITY

X:	52 1/8"
Y:	45 7/8"

ADD WEIGHTS

SHIPPING:	(4)
OPERATING:	(4)

NOTES:

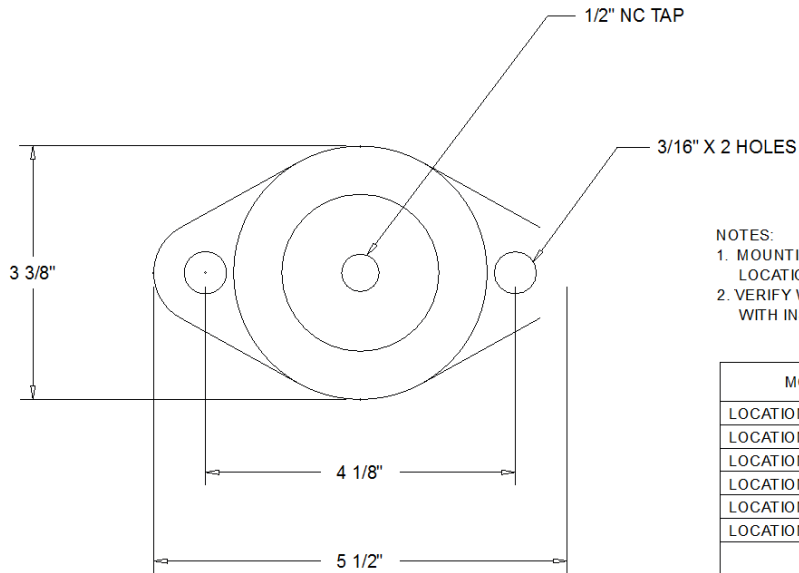
1. OPERATING WEIGHT INCLUDES REFRIGERANT, OIL AND WATER.
2. SHIPPING WEIGHT INCLUDES REFRIGERANT AND OIL CHARGES
3. THE ACTUAL WEIGHT IS SHOWN ON THE NAMEPLATE. WEIGHT SHOWN REPRESENT TYPICAL SHIPPING AND OPERATING WEIGHTS FOR THE UNIT SELECTED.
4. ADD WEIGHT TO TOTAL WEIGHT OF UNIT
5. IF UNITS IS INSTALLED IN A WELL, THE DEPTH OF THE WELL MUST NOT EXCEED THE TOP HEIGHT OF THE UNIT. THE TOP OF THE UNIT MUST HAVE UNRESTRICTED AIRFLOW. PLEASE REFERENCE RECOMMENDED CLEARANCES.

WARNING!

TO PREVENT INJURY OR DEATH AND POSSIBLE EQUIPMENT DAMAGE, DO NOT USE CHAIN (CABLES) OR SLINGS EXCEPT AS SHOWN AND USE CABLES STRONG ENOUGH TO SUPPORT UNIT WEIGHT. TEST LIFT UNIT TO ENSURE PROPER BALANCE AND RIGGING.

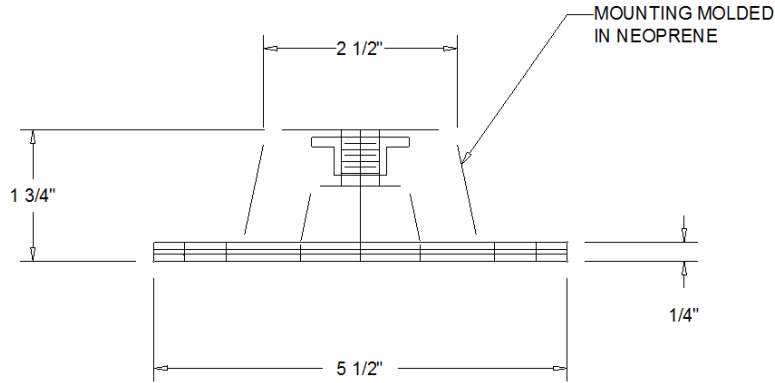
Accessory - Air-Cooled Condensing Units (Commercial)

Item: B1 Qty: 1 Tag(s): CU-1



- NOTES:
1. MOUNTING LOCATIONS CORRELATE WITH MOUNTING LOCATIONS SHOWN IN CLEARANCE DRAWING.
 2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

MOUNTING LOCATIONS	
LOCATION 1	R-3-RED
LOCATION 2	R-3-RED
LOCATION 3	R-3-RED
LOCATION 4	R-3-RED
LOCATION 5	R-3-GREEN
LOCATION 6	R-3-GREEN



MOUNTING ISOLATOR (NEOPRENE)

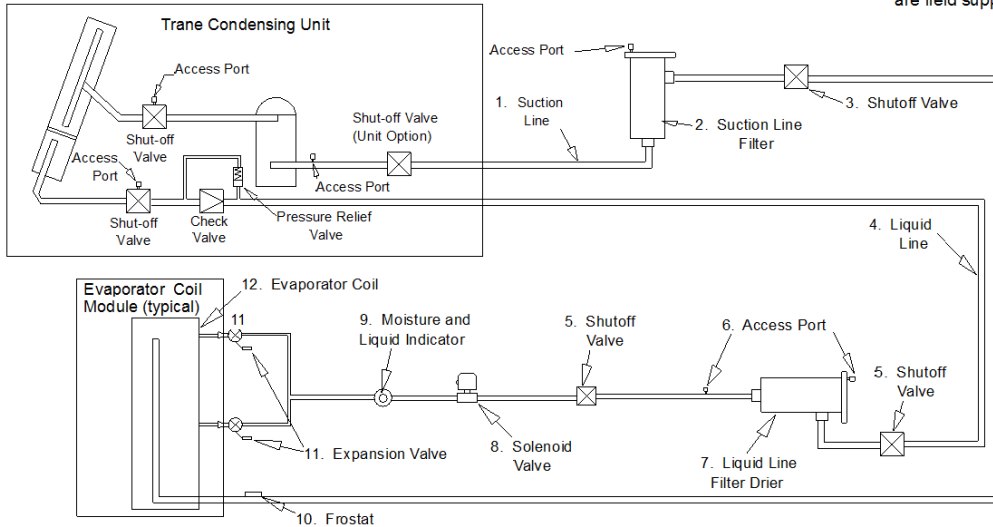
DIMENSIONAL ACCESSORIES DRAWING

Field Wiring - Air-Cooled Condensing Units (Commercial)

Item: B1 Qty: 1 Tag(s): CU-1

Required Components for Refrigerant Circuits

All items numbered are field supplied.



SUCTION LINE

- 1. Interconnected Tubing (Suction line)
Maximum of 50 feet if condenser is above evaporator (If risers are more than 50 feet, the application must be viewed by Trane) Refer to SS-APG012-EN for more details
- 2. Suction Line
Filter Drier 1 / ckt suction filter should be the replaceable-core type, and a clean core should be installed after the system is cleaned up
- 3. Shut-Off Valve
Manual ball valves for 1 5/8" tubing.

LIQUID LINE

- 4. Interconnected Tubing (Liquid Line)
Refer to applications guide SS-APG012 - EN for vertical & horizontal piping limitations.
- 5. Shut-Off Valve
2 Manual ball valves
- 6. Access Port
Port used to determine suction pressure. This port is usually a Schraeder valve with a core.
- 7. Liquid Line
Filter Drier 1 / ckt liquid filter should be the replaceable-core type, and a clean core should be installed after the system is cleaned up.
- 8. Solenoid Valves
Liquid line requires a field supplied and installed isolation solenoid valve within 10 feet of the evaporator. The suggested solenoid uses a 120-volt service and requires code-compliant wiring to the RAUJ condensing unit.

Note: Trim solenoids cannot be used. They are not compatible with Microchannel condenser coils
- 9. Moisture and Liquid Indicator
One moisture-indicating sight glass is to be installed in the main liquid line.

Field Wiring - Air-Cooled Condensing Units (Commercial)

Item: B1 Qty: 1 Tag(s): CU-1

EVAPORATOR

10. Froststat (not required) - The control is mechanically attached to the outside of the refrigerant line, near the evaporator, and wired to the unit control panel See application guide SS-APG012-EN for selection information.

11. Expansion Valves - See application guide SS-APG012-EN for selecting valve quantity and size.

Note: Units with Microchannel condenser coils applied with DX systems will require 30 percent bleed valves.

Expansion Valves for 20-60T MCH (30 percent Bleed) Evap Circuit Tonnage

REFRIGERANT	MIN.	MAX.	SPORLAN MODEL NUMBER	TRANE PART
R-410A	2.0	3.0	BBIZE-1-1/2-GA (BP/30)	VAL10487
R-410A	2.5	3.5	BBIZE-2-GA (BP/30)	VAL10488
R-410A	3.5	5.0	BBIZE-3-GA (BP/30)	VAL10489
R-410A	4.5	7.0	BBIZE-4-GA (BP/30)	VAL10490
R-410A	6.0	8.5	BBIZE-5-GA (BP/30)	VAL10491
R-410A	7.0	10.0	BBIZE-6-GA (BP/30)	VAL10492
R-410A	8.0	13.5	BBIZE-8-GA (BP/30)	VAL10493
R-410A	11.0	17.5	BBIZE-12-1/2-GA (BP/30)	VAL10494
R-410A	14.0	21.5	BBIZE-15-GA (BP/30)	VAL10495
R-410A	17.0	28.5	OZE-20-GA (BP/30)	VAL10496
R-410A	22.0	30.0	OZE-25-GA (BP/30)	VAL10497

(1) Ton per distributor, choose the valve that matches the evap coil circuit capacity that it serves.

(2) Provide and install one expansion valve per distributor.

Refrigerant Charge and Maximum Line Length

Total interconnecting line length (per circuit)	50 ft	100 ft	150 ft
Condenser and line set approx. refrigerant charge (per circuit) - evaporator charge not included	24.0 lb	36.0 lb	48.0 lb

If total interconnecting line length is more than 150 feet, the application must be reviewed by Trane.

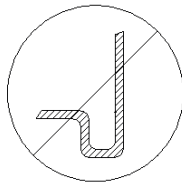
**Contact product support for information on refrigeration components and piping applications assistance

***Data in table is pulled from TOPSS selection. If N/A is present, please refer to unit IOM.

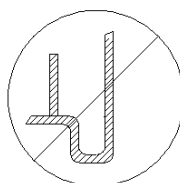
Installation Guidelines

Suction Line Piping

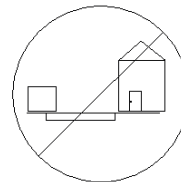
1. Do not use suction line traps.



2. Do not use double risers.



3. Avoid putting suction lines underground.



4. Route suction lines as short and direct as possible.

5. Slope suction line away from the condensing unit 1 inch for every 10 feet.

6. Insulate suction line.

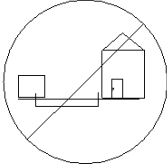
7. The suction filter should be located as close to the compressors as possible.

Field Wiring - Air-Cooled Condensing Units (Commercial)
Item: B1 Qty: 1 Tag(s): CU-1

Required Components for Refrigerant Circuits Continued

Liquid Line Piping

1. Avoid putting liquid lines underground.



2. Route liquid lines as short and direct as possible.
3. Slope liquid line away from the condensing unit 1 inch for every 10 feet.
4. Only insulate liquid lines that pass through heated areas.
5. Wire solenoid valve per field connection diagram.
6. The liquid line filter drier should be as close to the solenoid valve as possible.

Evaporator Piping

1. Install TXV directly to unit liquid connection.
2. Locate TXV bulb midway between 90F bends on top of suction tube as shown.
3. Secure bulb to tube with the two clamps provided by the manufacturer and insulate bulb.
4. Install the TXV equalizer line close to & downstream of the bulb, on top of the horizontal suction line.
5. Install froststat per kit instructions on the common suction line as close to the evaporator as possible.

See SS-APG012-EN for DX evaporator piping details.

Field Wiring - Air-Cooled Condensing Units (Commercial)
Item: B1 Qty: 1 Tag(s): CU-1

CUSTOMER WIRE SELECTION TABLE	
POWER WIRE SELECTION TO DISCONNECT SWITCH (IS1)	CONNECT OR WIRE RANGE
FACTORY INSTALLED DISCONNECT SWITCH SIZE	(1) #4 -- 350 kcmil
250 AMP	
POWER WIRE SELECTION TO MAIN TERMINAL BLOCK (1TB1)	CONNECT OR WIRE RANGE
TERMINAL BLOCK SIZE	(1) #6 -- 350 MCM
335 AMP	
CONTROL WIRE SELECTION	
WIRE GAUGE	OHMS PER: 12000"
18 AWG	8
16 AWG	5
14 AWG	3
	MAX WIRE LENGTH
	6000"
	12000"
	24000"
SHIELDED WIRE TABLE	
WIRE GAUGE	MAX WIRE LENGTH
16AWG	6000"
14AWG	12000"

WARNING
HAZARDOUS VOLTAGE!

DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS BEFORE SERVICING. FAILURE TO DISCONNECT POWER BEFORE SERVICING CAN CAUSE SEVERE PERSONAL INJURY OR DEATH.

AVERTISSEMENT
VOLTAGE HASARDEUX!

DECONNECTEZ TOUTES LES SOURCES ELECTRIQUES INCLUANT LES DISJONCTEURS SITUES A DISTANCE AVANT D'EFFECTUER L'ENTRETIEN. FAUTE DE DECONNECTER LA SOURCE ELECTRIQUE AVANT D'EFFECTUER L'ENTRETIEN PEUT ENTRAÎNER DES BLESSURES CORPORELLES SEVERES OU LA MORT.

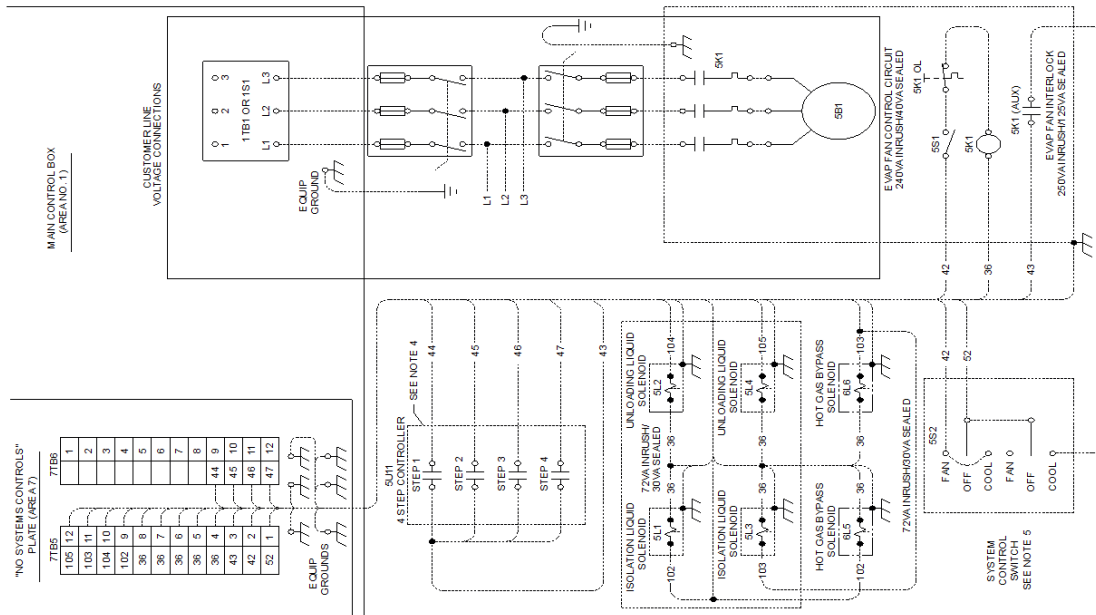
CAUTION

USE COPPER CONDUCTORS ONLY! UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS.

FAILURE TO DO SO MAY CAUSE DAMAGE TO THE EQUIPMENT.

IMPORTANT!

DO NOT ENERGIZE UNIT UNTIL CHECK-OUT AND START-UP PROCEDURE HAS BEEN COMPLETED



- NOTES:**
- All wiring and components shown dashed to be supplied and installed by customer in accordance with local and national electrical codes.
 - All wiring to be NEC Class 1 based on 60 degree C wire unless specified.
 - CAUTION** - Do not run low voltage wire (30 volts maximum) in conduit or raceway with higher voltage wire.
 - Step controller min rating - NO contacts = 150 VA Inrush/75 VA sealed; NC contacts = 80 VA Inrush/40 VA sealed.
 - Suggested system control switch is Cutler Hammer 7562K5 2-pdt toggle switch.

Field Installed Options - Part/Order Number Summary

This is a report to help you locate field installed options that arrive at the jobsite. This report provides part or order numbers for each field installed option, and references it to a specific product tag. It is NOT intended as a bill of material for the job.

Product Family - Performance Climate Changer (CSAA)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1	1	Performance Climate Changer (CSAA)	CSAA050UB

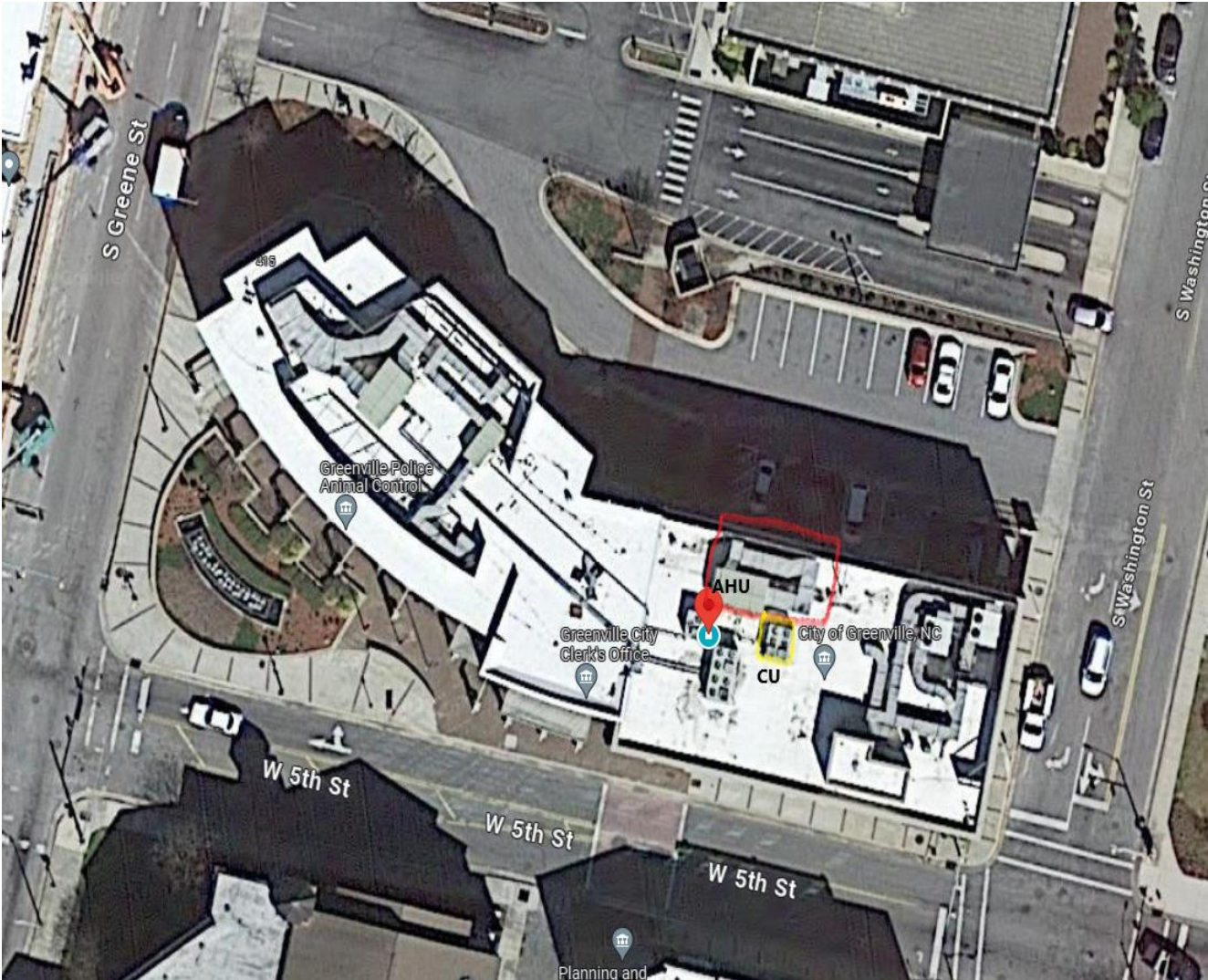
Field Installed Option Description	Part/Ordering Number
12in. cartridge - 95% eff	
2" Pleated media	

Product Family - Air-Cooled Condensing Units (Commercial)

Item	Tag(s)	Qty	Description	Model Number
B1	CU-1	1	20-60 Ton Air-Cooled Condensing Unit (RA	RAUJC604B_ 3A*D***02

Field Installed Option Description	Part/Ordering Number
Neoprene isolators (unit)	

Unit #1 Replacement



Eneco East, LLC
Vendor Number: 10150

Munis Contract # _____

Exhibit B: Consultant/Contractor’s Proposal

**INVITATION TO BID
BID # 23-24-33
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
HVAC REPLACEMENT
UNIT #1 CITY HALL
CITY OF GREENVILLE, NORTH CAROLINA**



Find yourself in good company

Mandatory

**Pre-Bid Meeting: Tuesday, January 16, 2024 @ 2:00 PM
Room 337 at City Hall
200 West Fifth Street, Greenville, NC 27858**

**Bid Due Date: Tuesday, February 6, 2024 @ 2:00 PM
Public Works Administrative Building
1500 Beatty Street, Greenville, NC 27834**

Contact Persons:

Questions regarding the bid package:

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

Questions regarding the specifications:

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



Contractor Reference Information

1. **Company name:** EDGECOMBE COUNTY
Contact person: STAN LIVERMAN
Title: MAINTENANCE DIRECTOR **Phone No.** 252.641.7841

2. **Company name:** BEAUFORT COUNTY
Contact person: CHRISTINA SMITH
Title: MAINTENANCE DIRECTOR **Phone No.** 252.975.0720

3. **Company name:** PITT COUNTY
Contact person: KEN BRANN
Title: DIRECTOR-BUILDINGS& GROUNDS **Phone No.** 252.902.2630

****Include with completed and submitted bid package****



Contractor Data Form

Company Name: ENECO EAST LLC

Address: 103 STATON COURT GREENVILLE NC 27834

Phone Number: 252-752-3686 **Mobile Phone Number:** 252.413.8437

Company Owner: SAUER BUSINESS SOLUTIONS **Company Owner Phone Number:** 412.771.7700

Authorized Company Representative submitting bid: JOSHUA SEYMOUR

Title: PROJECT MANAGER

Phone Number of Authorized Representative: 252.413.8437

Email: jseymour@enecoeast.com

NC Electrical Contractor's License# 33244

Description of equipment, any certifications and a performance plan, including the number of employees, you plan to utilize to perform this contract: Attach additional sheet or continue on back if needed.

ENECO HAS REPLACED THE OTHER (2) OF THESE SPLIT SYSTEMS AT CITY HALL OVER THE PAST FEW YEARS. WE PLAN TO COORDINATE/PERFORM THIS PROJECT IN A SIMILAR FASHION AS THOSE PREVIOUS REPLACEMENTS, WITH INTIMATE COORDINATION WITH THE CITY OF GREENVILLE. WE HAVE WELL OVER A DOZEN QUALIFIED PERSONNEL WHO MAYBE UTILIZED TO PERFORM THIS CONTRACT.

****Include with completed and submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean up as provided in the above mentioned specifications. Contract will be awarded based on the lump sum bid

HVAC Replacement – Unit #1 City Hall

Description

Lump Sum Bid

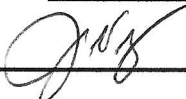
A. HVAC Replacement – Unit #1 City Hall

\$312,750.00

Addendum Acknowledgement:

Please record each Addendum Number Received: 1 / / / /

Company Name: ENECO EAST, LLC

Signed: 

Print Name: JOSHUA SEYMOUR

Title: PROJECT MANAGER

Date: 02.06.2024

Bids should have Attachments A, B, C, D and E filled out completely to be considered responsive

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville
Construction Guidelines and Affidavits
\$50,000 and above**

These instructions shall be included with each bid solicitation.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$50,000 and above Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. **Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.**

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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.

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, ENECO EAST, LLC
(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
N/A		

*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 (\$) 0.00

The total value of WBE business contracting will be (\$) 0.00

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of PITT

(Name of Bidder)

Affidavit of ENECO EAST, LLC

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

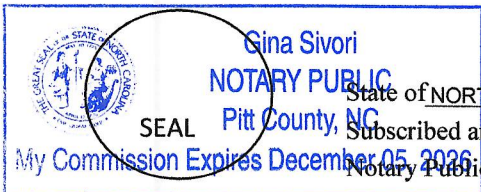
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 02.06.2024 Name of Authorized Officer: JOSHUA SEYMOUR

Signature: *[Signature]*

Title: PROJECT MANAGER



State of NORTH CAROLINA County of PITT
Subscribed and sworn to before me this 6th day of FEBRUARY 20 24

Notary Public *[Signature]*

My commission expires 12.05.2026

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, JOSHUA SEYMOUR (the individual attesting below), being duly authorized by and on behalf of ENECO EAST, LLC (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 XX, 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 6th day of FEBRUARY, 20 24

[Signature]
Signature of Affiant
Print or Type Name: JOSHUA SEYMOUR

State of NORTH CAROLINA City of GREENVILLE

Signed and sworn to (or affirmed) before me, this the 6th

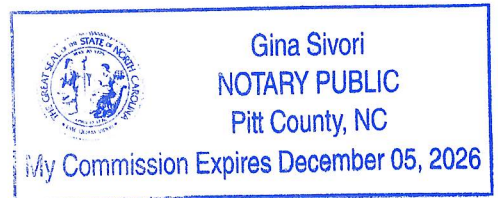
Day of FEBRUARY, 20 24.

My Commission Expires:

12.05.2026

[Signature]
Notary Public

(Affix Official/Notarial Seal)



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



Find yourself in good company

FINANCIAL SERVICES/PURCHASING DIVISION

P.O. Box 7207
201 West 5th Street
Greenville, NC 27858

Telephone: (252) 329-4664

Fax: (252) 329-4464

Internet Home Page: www.greenvillenc.gov

BIDDER'S CERTIFICATION FOR LOCAL PREFERENCE FORM

SECTION ONE

Business Name/DBA: Eneco East LLC

Physical Address: 103 STATON COURT

City: GREENVILLE

State: NC

Zip Code: 27834

Telephone Number: 252-752-3686

Fax Number:

Email: ap@enecoeast.com

Business Type (Please check one) : Partnership Corporation Sole Proprietorship LLC Other:

Office or Store Location Within the Corporate Limits or Extraterritorial Jurisdiction of the City of Greenville:

Physical Address: 103 STATON COURT

City: GREENVILLE

State: NC

Zip Code: 27834

Telephone Number: 252-752-3686

Fax Number:

Email: ap@enecoeast.com

Business Owner or Position: Check one:

- Owner (Sole Proprietorship) Partner (Partnership) Manager (LLC) Officer (Corporation)

Name and Title: JOSHUA STEWART, VICE-PRESIDENT

Address: 103 STATON COURT

City: GREENVILLE

State: NC

Zip Code: 27834

Telephone Number: 252-752-3686

Fax Number:

Email: jstewart@enecoeast.com

Product(s) and/or Service(s) Please list the type of products and/or services that your company can provide:

HVAC, CHILLERS, BOILERS, CONTROLS, SERVICE, MAINTENANCE

Please check one category of work, which best describes the products and/or services that your company provides. NOTE: Professional Services includes architectural, engineering, surveying, construction manager at risk, et cetera and those that are of a consulting nature.

- Construction Professional Services General Services Supplies & Materials

Doc#971834

SECTION TWO

To be certified as an Eligible Local Bidder, a potential bidder must satisfy at least one of the following criteria listed below. Please select which of the following criteria you satisfy to apply for certification as an Eligible Local Bidder. Additional documentation must be submitted with this application to verify that you satisfy the selected criteria.

- 1. Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- 2. Have an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or
- 3. Have an office from which all or a portion of its business is directed or managed for a period of at least one (1) year and which is located within a residence that is the residence of the owner of the bidder and this is within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance. For the purpose of this subsection, the owner of the bidder means a person who has an ownership interest of at least fifty percent (50%) in the legal entity which is the bidder or, if the bidder is an individual, the individual person.
- 4. **(For Service Contracts Only)** Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to 1, 2 or 3 above to subcontract with said firms or companies to perform at least twenty-five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

Additional Instructions for Completing this Form

For the criteria you selected in Section Two, the City requires that you submit the following supporting documentation with this Form:

Property Taxes

To qualify as an Eligible Local Bidder, you must have paid and be current on any City of Greenville property taxes. Please be advised that by signing this form, you are certifying that all City of Greenville property taxes owed by the business have been paid and are current.

Office or Store Size

If you are applying for certification on the basis of 1 above, please provide a sketch of the office or store demonstrating approximate dimensions and square footage.

Employees

If you are applying for certification on the basis of 2 above, please provide a listing of the employees working at the store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville. Please provide the names, addresses and telephone number for each of the employees.

Arrangements with Other Firms or Companies

If you are applying for certification on the basis of 4 above, please provide an explanation of the arrangement with the firms or companies which qualify as an Eligible Local Bidder including the names of the firms or companies, a description of the work to be performed by the firms or companies, and an estimated dollar value of the work to be performed by the firms or companies.

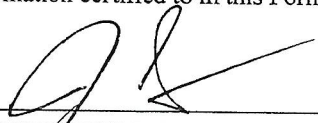
SECTION THREE GENERAL INFORMATION FOR APPLICANTS

- a) **Applicability:** This local preference program shall apply to any City contract as described in Section 4 of the City of Greenville Local Preference Policy.
- b) In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. The Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and/or (ii) when notified by the Purchasing Manager that a periodic update is required.
- c) **False or Substantially Inaccurate or Misleading Certifications.** If at any time during or after the procurement process, the City determines that certifications or information in the Bidder's Certification for Local Preference Form are false, substantially inaccurate or misleading, the City Manager or designee may:
 - (1) Cancel the Eligible Local Bidder's contract and/or purchase order that was awarded based on the preference: The Eligible Local Bidder shall be liable for all costs it incurs as a result of the cancellation and all increased costs of the City that may be incurred by awarding the contract to the next lowest bidder;
 - (2) Exclude the bidder from any preference in any future City bidding opportunities for a period of time determined by the City Manager or designee; and/or
 - (3) Debar the bidder from doing business with the City for a period of time determined by the City Manager or designee.

SECTION FOUR CERTIFICATION

The undersigned, Joshua Stewart (name), being the Vice-President (title), of the business named on this Bidder's Certification for Local Preference Form, do hereby submit on behalf of the business named herein the Bidder's Certification for Local Preference Form in order to qualify for a local preference in accordance with the City of Greenville Local Preference Policy and do, further, hereby certify as follows:

- (1) that I am the person authorized by the business named herein to file this Form;
- (2) that the information provided in this Form and any accompanying documentation is true, correct, and complete;
- (3) that the business named herein has paid and is current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville; and
- (4) that I understand that there is a requirement that the business named herein update this Form in the event any information certified to in this Form materially changes.

Signature:  Date: 06.06.2023

FOR INTERNAL USE ONLY:			
Form Reviewed By: _____	Date: _____		
Office or Store Located in City or ETJ	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Verified By: _____	Date: _____
Office or Store 500 Sq.ft. or More	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Verified By: _____	Date: _____
Office or Store with 3 Employees or More	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Verified By: _____	Date: _____
Office Located in Residence for 1 Year or More	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Verified By: _____	Date: _____
Privilege License Current:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Verified By: _____	Date: _____
Property Taxes Current:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Verified By: _____	Date: _____
Application Approved :	_____		Date: _____
Application Denied:	_____		Date: _____

RESOLUTION NO. 020-16
RESOLUTION AMENDING THE CITY OF GREENVILLE LOCAL PREFERENCE AND
RETENTION OF PROFESSIONAL AND OTHER SERVICES POLICY

BE IT RESOLVED by the City Council of the City of Greenville that Local Preference and Retention of Professional and Other Services Policy be and is hereby amended, effective immediately, by rewriting section 5 of said Policy so that it shall read as follows:

Section 5. Qualifications.

In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. A Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and (ii) when notified by the Purchasing Manager that a periodic update is required. The Eligible Local Bidder must have paid and be current on any applicable City of Greenville property taxes and, if required by law, any applicable City of Greenville privilege license fees.

When the request for bids involves the bidder submitting a price, in order for a bidder to be an Eligible Local Bidder, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or
- (c) Have an office from which all or a portion of its business is directed or managed for a period of at least one (1) year and which is located within a residence that is the residence of the owner of the bidder and that is within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance. For the purpose of this subsection, the owner of the bidder means a person who has an ownership interest of at least fifty percent (50%) in the legal entity which is the bidder or, if the bidder is an individual person, the individual person.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted,

in order for a bidder to be considered as an Eligible Local Bidder, the bidder must either:

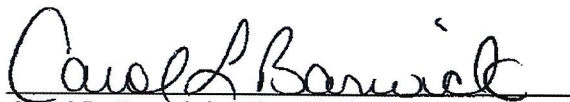
- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office; or
- (c) Have an office from which all or a portion of its business is directed or managed for a period of at least one (1) year and which is located within a residence that is the residence of the owner of the bidder and that is within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance. For the purpose of this subsection, the owner of the bidder means a person who has an ownership interest of at least fifty percent (50%) in the legal entity which is the bidder or, if the bidder is an individual person, the individual person;
- (d) Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to (a), (b), or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

This the 17th day of March, 2016.



Allen M. Thomas, Mayor

ATTEST:



Carol L. Barwick, City Clerk



RESOLUTION NO. 031-15
RESOLUTION ADOPTING THE CITY OF GREENVILLE LOCAL PREFERENCE AND
RETENTION OF PROFESSIONAL AND OTHER SERVICES POLICY

WHEREAS, the economic development of the City of Greenville will be promoted by the implementation of a Local Preference and Retention of Professional and Other Services Policy in the procurement of goods and services in that it supports local business;

WHEREAS, in addition to promoting economic development, a Local Preference and Retention of Professional and Other Services Policy provides a benefit to the City of Greenville in that local businesses have the opportunity to be more timely and responsive in providing goods and services; and

WHEREAS, the City Council of the City of Greenville hereby finds and determines that the Local Preference and Retention of Professional and Other Services Policy herein adopted accomplishes the aforementioned goals while ensuring fiscal responsibility and the provision of goods and services in a manner which best serves the needs of the City of Greenville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That the City of Greenville Local Preference and Retention of Professional and Other Services Policy is hereby adopted, said policy to read as follows:

**CITY OF GREENVILLE LOCAL PREFERENCE AND RETENTION OF
PROFESSIONAL AND OTHER SERVICES POLICY**

Section 1. Purpose.

The purpose of the Local Preference and Retention of Professional and Other Services Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City's economic development. The City's economic development is supported by the Local Preference and Retention of Other Services Policy in that the policy supports local business. An additional benefit of a Local Preference and Retention of Professional and Other Services Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

Section 2. Definitions.

- (a) Eligible Local Bidder means a bidder that has paid and is current on property taxes in the City of Greenville and who meets the qualifications set forth in Section 5.
- (b) Non-Local Bidder means a bidder that is not an Eligible Local Bidder as defined in subsection (a).
- (c) Responsible bidder means the bid or proposal is submitted by a bidder that has the skill, judgment and integrity necessary for the faithful performance of the contract, as well as sufficient financial resources and ability.
- (d) Responsive bidder means that the bid or proposal submitted by a bidder complies with the specifications or requirements for the request for bids or request for proposals.
- (e) Professional services means architectural, engineering, planning, design and other professional services of a consulting nature.
- (f) Other services means services that are not professional services as defined in subsection (e).

Section 3. Policy.

The policy of the City of Greenville is to provide a preference to local businesses in the procurement of goods and services for the contracts which the City may apply a local preference when applying federal and state law. When the request for bids involves the bidder submitting a price, a price-matching preference will be given to Eligible Local Bidders on contracts for the purchase of goods and services. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or, \$25,000 whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, a factor in the evaluation of proposals shall be whether the proposal is submitted by an Eligible Local Bidder. Five percent (5%) of the points to be awarded to a bidder in an evaluation of proposals shall be awarded to an Eligible Local Bidder.

Section 4. Local Preference Eligible Contracts.

The provisions of the Local Preference and Retention of Professional and Other Services Policy shall apply when bids or proposals are sought for the following:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;

- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services).

Notwithstanding the foregoing, the provisions of the Local Preference and Retention of Professional and Other Services Policy shall not apply to contracts involving a project funded by a federal grant unless the grant has specific language which overrides the prohibition of the Grants Management Common Rule which does not allow local preferences and the provisions of the Local Preference Policy shall not apply (i) when bids or proposals are not sought due to an emergency situation or (ii) in special cases when the required expertise or item is not available locally as determined by either the Purchasing Manager or Department Head, or (iii) when the purchase involves an expenditure of less than \$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder.

Section 5. Qualifications.

In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. A Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and (ii) when notified by the Purchasing Manager that a periodic update is required. The Eligible Local Bidder must have paid and be current on any applicable City of Greenville property taxes and, if required by law, any applicable City of Greenville privilege license fees.

When the request for bids involves the bidder submitting a price, in order for a bidder to be an Eligible Local Bidder, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or

- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, in order for a bidder to be considered as an Eligible Local Bidder, the bidder must either:

- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville (consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year; or
- (d) Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to (a), (b), or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

Section 6. Process When Bid Involves Price.

Bids will be evaluated in accordance with the award criteria stated in the request for bids to determine the lowest responsible, responsive bid when the request for bids involves the bidder submitting a price. If the lowest responsible, responsive bid is submitted by an Eligible Local Bidder, then there will be no consideration of the price-matching preference. If the lowest responsible, responsive bid is submitted by a bidder who is not an Eligible Local Bidder and there are no submitted bids from an Eligible Local Bidder that is within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then none of the Eligible Local Bidders will qualify for the price-matching preference. The award will be made to the lowest responsible, responsive bidder.

If the lowest responsible, responsive bid is submitted by a Non-Local Bidder and there are one or more Eligible Local Bidders that submit a bid within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then the Bidder's Certification for Local Preference Form of the Eligible Local Bidder(s) shall be reviewed to determine whether the Eligible Local Bidder's certification is compliant. Additional clarification may be sought of the certification and/or information in an Eligible Local Bidder's certification and additional documentation may be requested if necessary. Failure to supply the requested information will result in the Eligible Local Bidder not receiving a price-matching preference.

If only one Eligible Local Bidder qualifies for the price-matching preference, the Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the award is made to the lowest responsible, responsive bidder.

If more than one Eligible Local Bidder qualifies for the price-matching preference, then the qualified Eligible Local Bidders shall be prioritized according to their original bids, from lowest to highest, so that the Eligible Local Bidder who submitted the lowest responsible, responsive bid should get the first opportunity to match the quote of the lowest responsible, responsive Non-Local Bidder. The Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive Non-Local Bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the contract should be offered to the next lowest responsible, responsive Eligible Local Bidder and will continue in this manner until either a responsible, responsive Eligible Local Bidder within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive bid accepts the contract award or the award is made to the lowest responsible, responsive bidder if no qualified Eligible Local Bidder accepts the award. If two responsible, responsive Eligible Local Bidders qualify for the price-matching preference and both bid the same amount, then the Eligible Local Bidder which will be offered the contract award will be chosen by lot.

At any time, all bids may be rejected.

Section 7. Process When Considering Qualifications for Service Contracts.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, the request seeking proposals shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be

evaluated in accordance with an award criteria developed to determine the best qualified responsible, responsive bidder submitting a proposal. The Bidder's Certification for Local Preference Form shall be reviewed to determine whether the Eligible Local Bidder certification is compliant. Five percent (5%) of the points to be awarded to a bidder in an evaluation shall be awarded to each Eligible Local Bidder submitting a proposal. Once the best qualified responsible, responsive bidder submitting a proposal is determined, the price is then negotiated. If an agreement on the price does not occur, then the City will negotiate with the next best qualified responsible, responsive bidder submitting a proposal.

Although being local is a factor in determining the best qualified responsible, responsive bidder submitting a proposal, other factors such as specialized experience and expertise will be a component of the award criteria when determining the best qualified proposal.

At any time, all proposals may be rejected.

Section 8. Solicitation of Bids or Proposals.

Whenever bids or proposals are sought by directly contacting bidders for bids or proposals for a contract for which the provisions of the Local Preference and Retention of Professional and Other Services Policy apply, the request for bids or proposals shall be posted on the City of Greenville's website. Notification of the request for bids or proposals shall also be provided to potential bidders having an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville which have submitted a Bidder's Certification for Local Preference Form and which offer the item or service sought. Bidders which have submitted a Bidder's Certification for Local Preference Form will also be encouraged to register and utilize the City's eNotifications system which will ensure that they are automatically notified each time a bid is posted on the City's website.

Section 9. False or Substantially Inaccurate or Misleading Certifications.

If at any time during or after the procurement process, the City determines that certifications or information in the Bidder's Certificate for Local Preference Form are false, substantially inaccurate or misleading, the City Manager or designee may:

- (1) Cancel the Eligible Local Bidder's contract and/or purchase order that was awarded based on the preference. The Eligible Local Bidder shall be liable for all costs it incurs as a result of the cancellation and all increased costs of the City that may be incurred by awarding the contract to the next lowest bidder;

- (2) Exclude the bidder from any preference in any future City bidding opportunities for a period of time determined by the City Manager or designee; and/or
- (3) Debar the bidder from doing business with the City for a period of time determined by the City Manager or designee.

Section 10. Procedures for Contracts for Retention of Professional and Other Services

When contracting for professional and other services, the following processes should be followed.

- 10.1 The formal solicitation process shall apply to all professional and other services estimated to cost \$50,000 or more.
- 10.2 The informal solicitation process shall apply to all professional and other services estimated to cost more than \$5,000 but less than \$50,000.
- 10.3 Regardless of formal or informal solicitation process, service contracts up to \$100,000 are approved and executed by the City Manager while service contracts over \$100,000 require City Council approval and execution by the City Manager.

INFORMAL SOLICITATION PROCEDURES:

- 10.5 Solicitation of professional and other services between \$5,000 and \$49,999 may be in the form of requests for proposals or an informal bid that requires the department to attempt to obtain at least three (3) informal proposals/quotations from any Eligible Local Bidders or any other qualifying firms. Good faith efforts shall be made to obtain proposals, bids or quotations from any qualifying minority and women-owned businesses, per the City's MWBE policy. The informal bid procedure should not be used when such a contract requires a substantial scope of services. Informal bids, proposals or quotations should be submitted in writing from the vendor and transmitted with the purchase requisition or contract.

FORMAL SOLICITATION PROCEDURES

- 10.6 All formal solicitations of professional and other services greater than \$50,000 must be approved in advance by the City Manager.
 - 10.6.1 Following authorization by the City Manager, a written request for proposals shall be developed by the Department Head or other individual as designated by the City Manager.

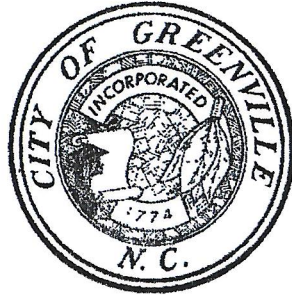
- 10.6.2 Requests for proposals shall be distributed to all potential bidders and/or service firms in the field of endeavor within the Greenville area (the corporate limits and extraterritorial jurisdictional area of the City of Greenville) which have submitted a Bidder's Certification for Local Preference Form and which offer the items or service sought. If the Department Head believes that the type of service required is not available in the Greenville area, the Department Head will report to the City Manager on the type of services needed and why he/she believes no qualified firms are available in the Greenville area. The Department Head will also report to the City Manager if he/she believes that there are no MWBE vendors which offer the items or services sought. The City Manager may authorize solicitation for proposals from a wider area as necessary to obtain proposals from qualified firms and also to comply with the MWBE policy requirements. The request for proposals shall also be posted on the City's website. Any firms who wish to be directly notified of solicitations may also register to use the eNotifications system featured on the website to ensure receipt of all relevant solicitations.
- 10.6.3 The request for proposals shall set a deadline for receipt for proposals, no earlier than two weeks for professional services and one week for other service contracts, from the date of distribution of the request and shall identify the individual(s) and office(s) including addresses, which are responsible for receiving the proposals.
- 10.6.4 The following elements shall be identified in the request for proposals as necessary items in an acceptable proposal:
- 10.6.4 (a) A detailed description of previous similar projects including photographs and locations where applicable, costs, initiation and completion dates, and any special design considerations for the desired services including necessary preliminary studies;
- 10.6.4 (b) Clients for whom similar services were provided and the appropriate individual who may be contacted as a representative of each client;
- 10.6.4 (c) Services team composition with specific reference to individuals who would be associated with the team and their particular responsibilities;
- 10.6.4 (d) Time schedule with the firm can follow for initiation and for various stages through completion;
- 10.6.4 (e) Proposed service fees (except for contracts governed by the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes); and
- 10.6.4 (f) Any special considerations of the project and any other pertinent data.
- 10.7 In evaluating proposals, a determination of the "qualified firm" will consider the following:


- 10.7.1 Qualifications of the project team members assigned to the project;
- 10.7.2 Time schedule for providing services;
- 10.7.3 The level of work performed by a project team on previous assignments which are generally similar to the proposed project; and,
- 10.7.4 Previous client satisfaction level.
- 10.8 The Department Head shall prepare a recommendation to the City Manager which includes the following:
 - 10.8.1 A list of all firms to which the request for proposals were mailed;
 - 10.8.2 A list of all firms submitting proposals;
 - 10.8.3 A list of the top three (3) firms and their location, with appropriate justification for each;
 - 10.8.4 If the proposals received do not meet the requirements for the project, the Department Head recommendation shall state why this is the case and will propose an alternative for obtaining satisfactory proposals.
 - 10.8.5 The approval process for selected service firms and the execution of related contracts is as follows:
 - Contracts Over \$100,000
- 10.9 The City Manager shall consider the recommendation of the department head and shall recommend selection of a firm to the City Council.
 - 10.9.1 The City Council shall authorize the City Manager to negotiate an appropriate agreement, including service fees, with the selected firm.
 - 10.9.2 The City Manager shall report on the negotiations to the City Council for final approval prior to awarding the contract for services.
 - 10.9.3 Execution of the contract shall take place following the City Council approval and services shall be provided in accordance with the contract and pertinent City of Greenville Standard Procedures.

Section 11. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed, including Resolution No. 056-13 and Resolution No. 057-13.


Section 12. That this resolution shall become effective for requests for bids or proposals issued on or after July 1, 2015.

This the 8th day of June, 2015.




Allen M. Thomas, Mayor

ATTEST:


Carol L. Barwick, City Clerk

City of Greenville Public Works Department
 Bid Tab

Contractor Name	Contractor Reference Sheet	Contractor Data Form	Request for Bids Form	M/WBE ID AFF. A	M/WBE ID AFF. B	E-Verify Form	Addenda Acknowledged	Bid Received on time	Total Bid Price
Air Heaven Heating and Air, LLC	Yes	Yes	Yes	No*	No*	Yes	Yes	Yes	\$300,750.00
Central Heating and Air Conditioning of Kinston, Inc.	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	\$417,500.00
Eneco East, LLC	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	\$312,750.00
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*Air Heaven Heating and Air, LLC submitted a bid with both Affidavit A and B of the M/WBE packet filled out in their entirety. This bid is deemed unresponsive due to filling out both of these affidavits. Bid instructions on page 16 of the ITB states to fill out either affidavit A or B.									**
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Bid Certified by : M. Turner
 Building Facilities Coordinator

Signature: *Michael Turner* Date: 02/08/2024



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Contract Award for Professional Services for Fire/Rescue Stations 1-7 Facility Landscape Maintenance

Explanation: The City advertised for professional services for Fire/Rescue Stations 1-7 Facility Landscape Maintenance on November 29, 2023. The solicitation included Facility Landscape Maintenance for the locations listed below:

Fire/Rescue Station #1 (500 South Greene Street)
Fire/Rescue Station #2 (2490 Hemby Lane)
Fire/Rescue Station #3 (2400 Charles Boulevard)
Fire/Rescue Station #4 (200 Staton Road)
Fire/Rescue Station #5 (255 Rollins Drive)
Fire/Rescue Station #6 (3375 East 10th Street)
Emergency Operations Center (3377 East 10th Street)
Butler Building (3379 East 10th Street)
Fire Training Tower (3381 East 10th Street)
Fire/Rescue Station #7 (4170 Bayswater Drive)

The scope of work will include litter removal, clipping removal, mowing, weed trimming, pruning, weeding, herbicide application, plant removal/replacement, mulch maintenance, and edging on each contract area per the scope of work and specifications. Maintenance cycles will occur weekly on a year-round basis.

The contract will begin upon issuance of a Notice to Proceed on April 1, 2024, and last through June 30, 2025. On January 9, 2024, staff received four (4) proposals in response to the invitation to bid. WAC Corporation of Greenville was the lowest responsible, responsive bidder.

Fiscal Note: The City will enter into a contract with WAC Corporation of Greenville in the amount of \$2,350 per month and \$8,500 one-time annual mulch expense at an estimated cost of \$52,250 from April 1, 2024 to June 30, 2025 (year one) and \$37,801 for year two and \$38,935 for year three, totaling \$128,936 for a three (3) year and three month period beginning April 1, 2024 (FY 2024) and ending June 30, 2027 (FY 2027). Funding for this contract is provided through the Public Works Department operational budget.

Recommendation: City Council award a landscape maintenance contract to WAC Corporation of Greenville in the amount of \$128,936.

ATTACHMENTS

[Entire Contract for fire mowing \(WAC\).pdf](#)



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

Fire/Rescue Stations 1-7 Facility Landscape Maintenance

THIS Agreement made and entered into on this date _____, by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “City”, with a primary address of 200 W. Fifth Street, Greenville, NC 27858, and WAC Corporation of Greenville, a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Consultant/Contractor”, whose primary offices are located at PO Box 2312, Greenville, NC, 27836.

GENERAL RECITALS

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

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

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

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

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide services for Fire/Rescue Stations 1-7 Facility Landscape Maintenance, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #23-24-28 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant/Contractor will perform facility landscape maintenance within the designated areas with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

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

I.D. SUBCONTRACTS

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

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant’s engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

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

II.A. DATA AND SERVICES

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

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

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

This Agreement will expire on *June 30, 2025*.

This Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years, starting on July 1st and ending on June 30th of the same year.

III.B. DELIVERABLES

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

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

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant/Contractor services as outlined in ARTICLE I – Fire/Rescue Stations 1-7 Facility Landscape Maintenance, a monthly payment at the rate of:

\$2,350.00 (Two Thousand Three Hundred Fifty dollars and 00/100 per month)
(April 1, 2024 – June 30, 2025)

\$8,500 (Eight Thousand Five Hundred dollars and 00/100 per occurrence for mulch)

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

IV.B. PAYMENT

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

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

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

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

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

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

- V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

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

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

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

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

- V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.
- V.B.3. Consultant/Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Consultant/Contractor shall be responsible for all travel and related expenses.
- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the Buildings and Grounds Superintendent or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

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

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

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts

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for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

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

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

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

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.

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Commercial General Liability:

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

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

a. Commercial Automobile Liability:

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

b. 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.

c. Proof of Carriages:

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

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

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

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

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

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

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

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

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

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V.F. **NOTICE**

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

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

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

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

The Consultant/Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

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

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

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

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

Consultant/Contractor, 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 Attachment C to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

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

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

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

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

V.G.6. **ASSIGNMENT**

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

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

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

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

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

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

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

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

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings

arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

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

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

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

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

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

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

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themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

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

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

V.G.15 **RECORD RETENTION**

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

V.G.16 **CONFIDENTIALITY**

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

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

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy

of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

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

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

V.G.22. **HEADINGS**

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

V.G.23

DISCHARGE OF MECHANICS AND MATERIALMEN'S LIEN

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

V.G.24

PERFORMANCE OF GOVERNMENT FUNCTIONS

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

V.G.25

E-SIGNATURE AUTHORITY

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

V.G.26

CITY MANAGER'S AUTHORITY

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

[Signature Pages Follow]

Vendor: WAC Corporation of Greenville

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrant and certify 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: 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE): N/A

[Vendor Signature Page Follows]

Vendor: WAC Corporation of Greenville

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SIGNATURE OF VENDOR

FULL NAME OF VENDOR
(e.g., Limited Liability Company, Organization, Individual Doing Business under a Firm Name)

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Vendor: WAC Corporation of Greenville

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Attachment C:

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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

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

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Exhibit A: City's Solicitation

INVITATION TO BID

BID #23-24-28

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
FIRE/RESCUE STATIONS 1-7
FACILITY LANDSCAPE MAINTENANCE
City of Greenville, North Carolina**



Find yourself in good company

Pre-Bid Meeting: **Tuesday, December 19, 2023 at 2:00 pm**
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: **Tuesday, January 9, 2024 at 2:00 pm**
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:

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

Questions regarding the specifications:

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

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
“CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
FIRE/RESCUE STATION FACILITY LANDSCAPE MAINTENANCE”**

The City of Greenville, NC is requesting bids for “Public Works Department Fire/Rescue Station Facility Landscape Maintenance” as listed below. The scope of work will include, but not limited to, litter removal, clipping removal, mowing, weed trimming, pruning, weeding, herbicide application, plant removal/replacement, mulch maintenance, and edging on each contract area per the scope of work and specifications.

Weekly Cycle

- Fire/Rescue Station #1 (500 South Greene Street)
- Fire/Rescue Station #2 (2490 Hemby Lane)
- Fire/Rescue Station #3 (2400 Charles Boulevard)
- Fire/Rescue Station #4 (200 Staton Road)
- Fire/Rescue Station #5 (255 Rollins Drive)
- Fire/Rescue Station #6 (3375 East 10th Street)
- Emergency Operations Center (3377 East 10th Street)
- Butler Building (3379 East 10th Street)
- Fire Training Tower (3381 East 10th Street)
- Fire/Rescue Station #7 (4170 Bayswater Drive)

Sealed bids will be received by the City of Greenville until Thursday, January 9, 2024 at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207. On the outmost package, the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Fire/Rescue Stations 1 – 7 Facility Landscape Maintenance Bid shall be written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A Pre-bid Conference will be held at the Public Works Department conference room, located at 1500 Beatty Street, on Tuesday, December 19, 2023 at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. Site visits can be scheduled with coordination between Michael Turner, Building Facilities Coordinator and the Fire/Rescue department. Notice of site visit shall be given twenty-four (24) hours in advance of visit. The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the bid opening thereof.

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

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

INSTRUCTIONS TO CONTRACTORS

Invitation to Bid Fire Stations 1 – 7 Facility Landscape Maintenance Location: Greenville N.C.

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.**
- 2. It is expressly understood by the contractor offering a bid, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. Questions regarding the specifications, or mowing and landscape maintenance areas for City of Greenville Public Works Department Fire/Rescue Stations 1-7 facility landscape maintenance, shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**
- 6. By submitting a bid for the Contractor to provide the City of Greenville Public Works Department Fire/Rescue Stations 1-7 facility landscape maintenance, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.**
- 8. It is expected that work would begin approximately March 1, 2024. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 10. All City of Greenville facility mowing or landscaping, must be performed Monday – Saturday during daylight hours. Mowing on Sunday will only be allowed with prior proper approval from the City.**
- 11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**

- 12. The City reserves the right to add or delete similar items/services specified in the bid as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.**
- 13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.**
- 14. The Contractor will need to show proof of a valid North Carolina pesticide license in the correct categories, and North Carolina landscape contractors license for Fire/Rescue Stations 1-7 facility landscape maintenance, and include this information/documentation with the completed and submitted bid package.**

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:**

FIRE/RESCUE STATIONS 1-7 FACILITY LANDSCAPE MAINTENANCE

1.0 SCOPE:

- 1.1** The scope of work shall include litter removal, clipping removal, weed trimming, pruning, weeding, herbicide application, edging, mowing, plant removal, mulch maintenance, and leaf removal for fire/rescue stations 1-7 in this contract area per scope of work and specifications.
- 1.2** The total monthly bid amount shall be included on the attached Request for Bids sheet as indicated.

2.0 GENERAL:

- 2.1** Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2** All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3** Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.
- 2.4** Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.

3.0 FIRE/RESCUE STATIONS 1-7 FACILITY LANDSCAPE MAINTENANCE:

- 3.1** The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs PRIOR to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.
- 3.2** The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch in diameter and below.
- 3.3** The City will be responsible for hauling limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.

- 3.4 **Herbicide spraying WILL be allowed in these areas. The Contractor must be licensed in the required categories for the specified work in this contract area.**
- 3.5 **Mechanical edging must be performed on each cycle along sidewalks, medians, curbs, along landscape beds and tree rings. Edging can be performed with mechanical edger or string trimmer.**
- 3.6 **Weed trimming must be performed around all poles, trees, signs and other similar structures on the property.**
- 3.7 **Clippings and debris scattered into the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.**
- 3.8 **The City of Greenville reserves the right to reduce or add to the number of line item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.**
- 3.9 **The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.**
- 3.10 **All turf areas will be finished mowed at two and one-half (2.5) inches in height.**
- 3.11 **Contractor must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with fire/rescue station operations.**
- 3.12 **The following landscape maintenance services shall be provided by the contractor for:**
- **Pruning of Shrubs/Groundcovers**
 1. **Shrubs and groundcovers must be trimmed in the appropriate manner for type of plant material and landscape design at appropriate times for the plant.**
 2. **A pruning plan will be developed and submitted, by the Contractor, to City staff for review and approval, prior to pruning of shrubs and groundcovers within this contract.**
 3. **Pruning of shrubs should be twice annually, approximately April/May and October/November to maintain the planned design for plantings.**
 4. **Pruning will include deadheading of perennials and removal of dead stalks, or leaves at least one time per month.**
 5. **Cut back perennials and groundcovers as species requires prior to spring growing season.**
 6. **Liriope must be cut back in February. Cut back Liriope in a manner to avoid damaging the crown of Liriope and remove all clippings and debris immediately after pruning.**
 7. **Shrubs and groundcovers must be trimmed to avoid encroachment of the curb, streets, or sight lines.**
 8. **Remove each cycle any dead, dying, or damaged shrub limbs.**

- **Pruning of trees**
 1. Trees must be trimmed in the appropriate manner and time for type of plant material and landscape design one time per year or as directed.
 2. Pruning as directed is defined as direction from the City to prune in the case of safety concerns, low limbs, damage to the plant, or other reasons determined by the City.
 3. A pruning plan will be developed and submitted, by the Contractor, to City staff for review and approval, prior to pruning of shrubs and groundcovers within this contract.
 4. Contractor is only responsible for lower limbs (10' and below) of large canopy trees to maintain clearance from the ground, sidewalks, streets, ornamental plantings and for safety considerations.
 5. Water sprouts or suckers must be removed from trees within the contract at least one time per month from March to November.
 6. Remove each cycle any dead, diseased, dying tree limbs within the contract area for trees contractually responsible for.

- **Litter Cleanup**
 1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.
 2. Litter removal and trash can liners in the trash containers are not included as part of this contract.

- **Mowing**
 1. Edging, utilizing a mechanical edger or string trimmer, shall be completed weekly.
 2. Mowing height shall be 2 ½ inches.
 3. Mowing will be required in all designated areas shown on the maps for fire/rescue stations 1-7. Maps are attached.
 4. Mowing must occur weekly during the mowing season (March 1 – November 30) and as needed or as directed by the City during winter months for immediate aesthetic improvement.
 5. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
 6. Weed trimming must be completed around all signs, trees, poles, along fenced areas and around other similar structures on the property weekly.

- **Weed Control**
 1. The contractor must provide a copy of their valid pesticide license(s) and be licensed in the correct categories for pesticide application within this contract area and include in the completed and submitted bid package.
 2. All pesticides proposed to be applied within this contract area must be approved in advance by Michael Turner, Building Facilities Coordinator.
 3. Hand weed control will be necessary for prevention of plant damage or for immediate visual improvement.
 4. Must maintain all concrete areas, sidewalks, concrete medians, and curb lines free of vegetation, grass or weed growth.
 5. Spray bands around poles, signs, beds or along sidewalks or curbs are NOT permitted.

- **Mulch Bed Maintenance**
 1. The contractor will rake mulch in landscape beds and tree rings during maintenance activities one time per month where bare areas exist to ensure coverage of bed areas with mulch. At least once per year, the Contractor must turn over all the mulch in all the beds with a small mechanical tiller.
 2. Leaves must be removed from tree rings or beds during leaf fall periods at least every two weeks.
 3. Mulch shall not be raked against trunks of trees or base of shrubs but must be tapered to ground level at base of plants.
 4. Mulch will be installed once per year during the months of January – February of each year.
- **Dead or Damage Shrub Removal**
 1. The contractor should remove all dead plants during each maintenance visit and notify Michael Turner, Building Facilities Coordinator, of plants removed. The contractor shall, if notified by the City, remove any dead plants within five (5) working days of notification if between maintenance visits. Repair of the area the plant was removed from will be required prior to contractor leaving the contract area or if supplies are needed within the same day of removal.
- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas weekly during periods of leaf drop. Timing will depend on plant or tree variety.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable as long as this does not create visible thatch.

Notes:

- Insect or disease control for plantings will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.
- The contractor will be required to submit a maintenance plan in writing via email to Michael Turner at mturner@greenvillenc.gov by the 20th of each month for the upcoming month. The City will respond with any questions, comments, or concerns prior to the end of the month the maintenance plan is submitted. The maintenance plan must have the following components at a minimum:
 - Pruning plan
 - Herbicide application plan including herbicides proposed to be used
 - Other planned work such as mulching, edging or leaf removal
 - Report of previous month maintenance notes

4.0 PAYMENT AND BID:

- 4.1** The contract period will be from approximately March 1, 2024 to June 30, 2025. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on July 1st and ending the last day of June. Upon successful completion of year one (1) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for a 3% annual increase for year two (2) and year three (3). Each request MUST be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the 3% increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.
- 4.6 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.
- 4.7 **Minority and/or Women Business Enterprise (M/WBE) Program**

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

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

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

Questions regarding the City's M/WBE Program should be directed to Tish Williams, M/WBE Coordinator, at (252) 329-4462 or tfwilliams@greenvillenc.gov.

- 4.8 Bidder, 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 Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.
- 4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**
The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4.10 The City of Greenville reserves the right to reject any, and all bids, to waive any informalities and to accept the bid if it seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.

4.11 Contractor must complete a new vendor application and associated documents or update an existing profile as required upon acceptance of mowing contract.

5.0 WORKERS COMPENSATION AND INSURANCE:

5.1 The contractor must maintain during the life of this contract, Worker’s Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.
 Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
 Bodily Injury by Disease \$1,000,000 policy limit.
 Bodily Injury by Disease \$1,000,000 each employee.

b. **Commercial General Liability:**

Limits:

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

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

c. **Commercial Automobile Liability:**

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

d. **Cancellation:**

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

e. **Proof of Carriages:**

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

- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
 - iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.
- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Michael Turner
Building Facilities Coordinator
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, N.C. 27834
Email: mturner@greenvillenc.gov
- 6.0 **DAMAGE TO CONTRACTORS PROPERTY:**
 - 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
 - 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
 - 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
 - 6.4 The successful bidder shall assume full and complete liability for any and all damages to building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.
- 7.0 **AMENDMENTS, ADDENDA, OR QUESTIONS:**
 - 7.1 **Addendum:** Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge receipt of each addenda on the bid sheet.
 - 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.

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

7.4 Schedule for questions and addenda:

Last date to submit a question: Thursday, December 28, 2023 by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Thursday, January 4, 2024 by 5:00 p.m.

8.0 E-VERIFY COMPLIANCE:

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

8.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9.0 IRAN DIVESTMENT ACT:

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

10.0 NON-COLLUSION:

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

11.0 WITHDRAWAL OF PROPOSALS:

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

12.0 REFERENCE INFORMATION:

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

13.0 CONTRACTOR INFORMATION:

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



Contractor Reference Information

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

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

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

****Include completed form with submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. Bids will be awarded based on the total bid per month for all fire/rescue stations. Bidder must be on all fire/rescue stations in order to have a responsive bid.

Fire Stations 1-7 Facility Grounds Maintenance Bid

<u>Description</u>	<u>Bid</u>
Total Monthly Bid for Fire/Rescue Station #1 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #2 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #3 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #4 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #5 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #6, Emergency Operations Center, (Per specifications) Butler Building and Fire Training Tower	_____
Total Monthly Bid for Fire/Rescue Station #7 (Per specifications)	_____
Total Monthly Bid for all Fire/Rescue Stations (Stations 1+2+3+4+5+6+7=total monthly bid for all fire stations)	_____

Addendum Acknowledgement:
Please record each Addendum Number Received: ____ / ____ / ____ / ____ / ____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted bid package***

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

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

Signature of Affiant
Print or Type Name: _____

State of North Carolina City of Greenville

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

Day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||

****Include completed form with submitted bid package***

**Fire/Rescue Station #1
(Includes all areas within the property line shown below)**



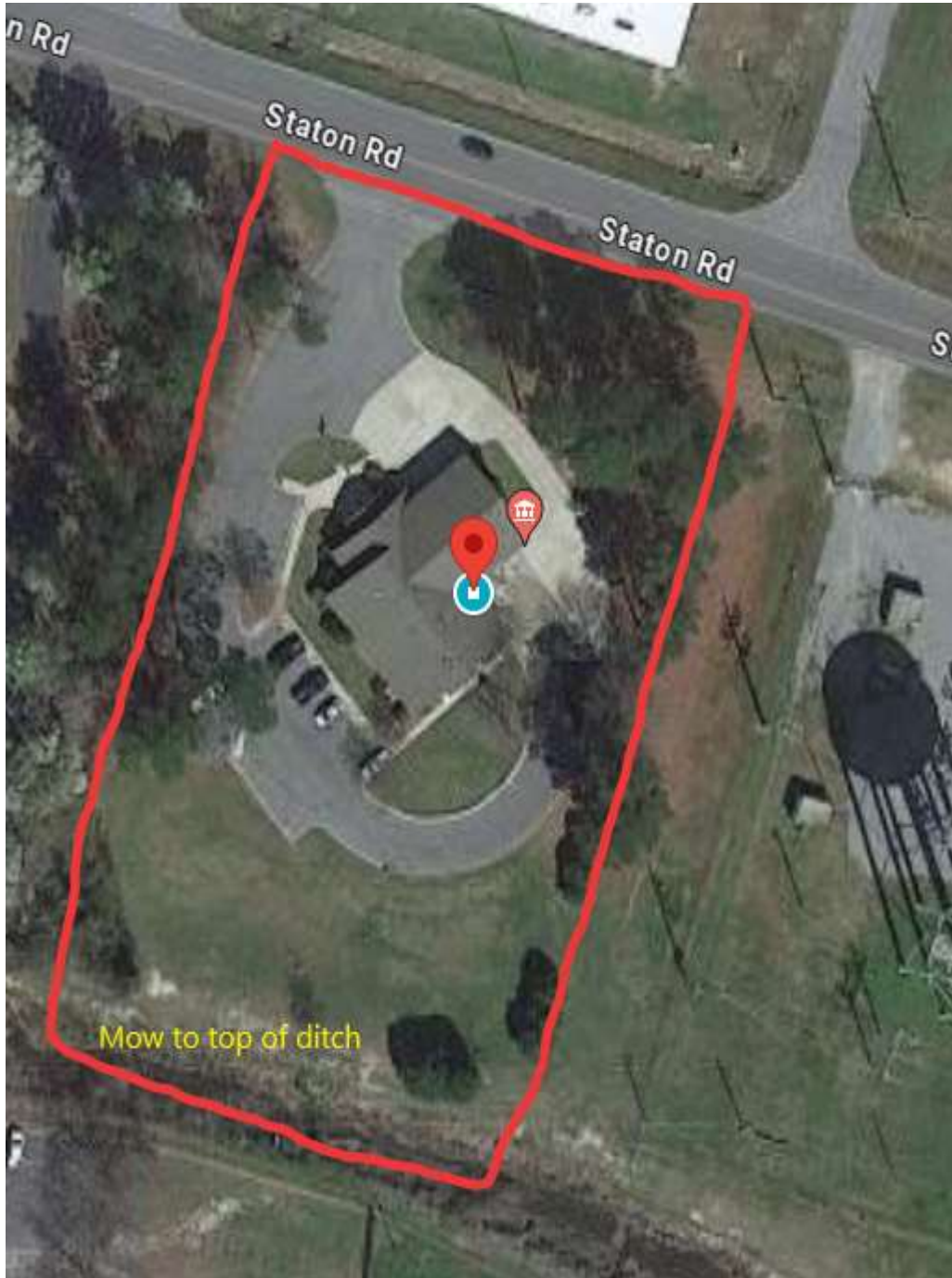
Fire/Rescue Station #2
(Includes all areas within the property line shown below)



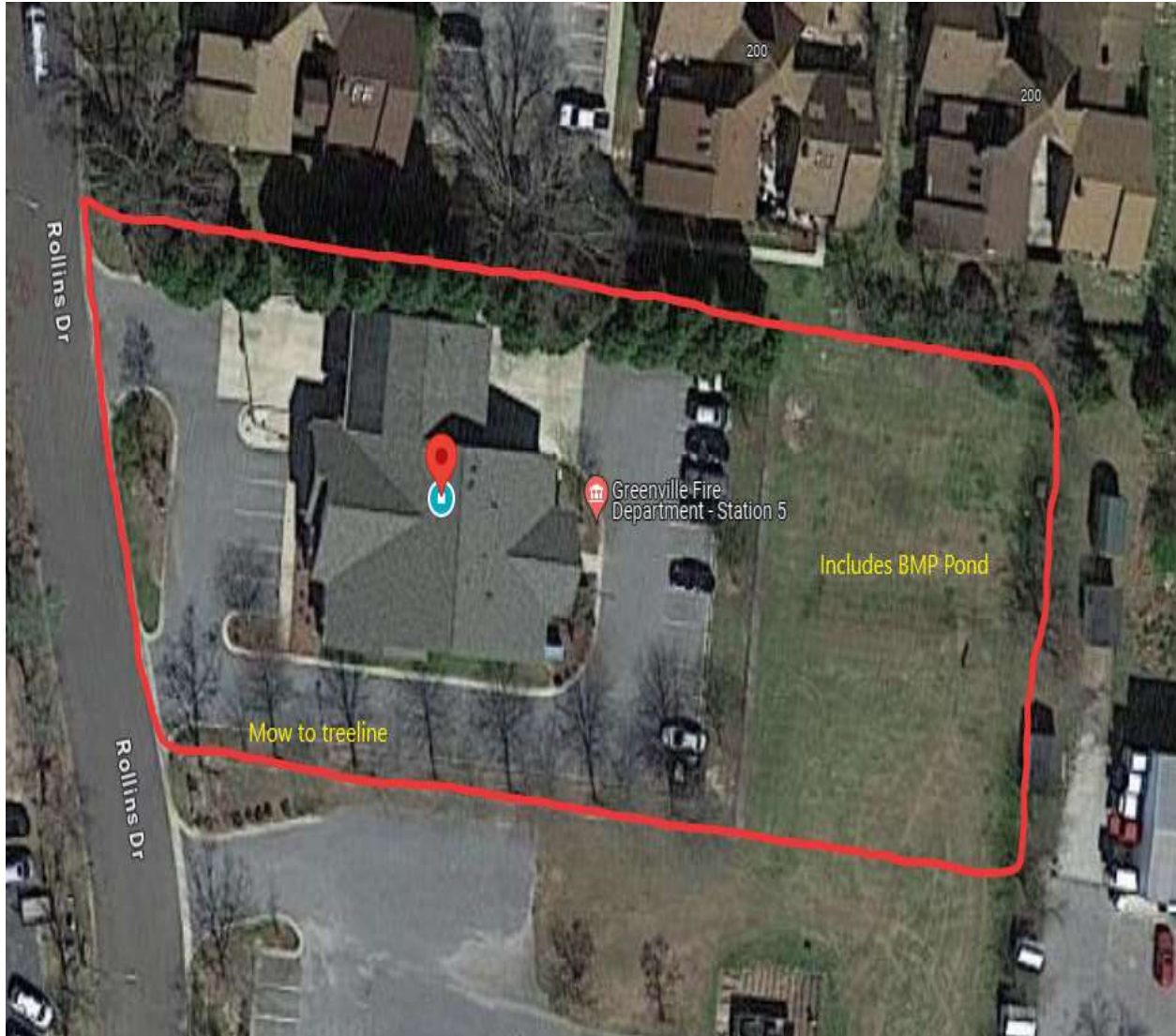
Fire/Rescue Station #3
(Includes all areas within the property lines shown below)



Fire/Rescue Station #4
(Includes all areas within the property lines shown below)
Mow to the top of the ditch at the rear of the property



Fire/Rescue Station #5
(Includes all areas within the property lines shown below)
BMP Pond in included



Fire/Rescue Station #6
(Includes all areas within the property lines shown below)
Green Giant Arborvitaes are not to be pruned or maintained



Fire/Rescue Station #7
(Includes all areas within the property lines shown below)
Maintenance will not be done to the shrubs/trees around the fenced-in area
No mowing will be done inside the fenced-in area



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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Addendum No. 1

Project Name: Fire/Rescue Stations 1-7 Facility Landscape Maintenance	Project No.: ITB # 23-24-28
Prepared By: Michael Turner	Date: January 4 th , 2024

Clarifications & Requirements:

1. Acknowledgement of all addenda received must be noted on the attached revised bid submittal form. All addenda shall become part of the specifications and the bid package for this project.
2. Attached is the updated "Request for Bids" sheet for ITB #23-24-28 Fire/Rescue Stations 1-7 Facility Landscape Maintenance. Request for alternate pricing for mulch for all stations once per year. Use the revised bid sheet to submit bid.
3. Contractor is not responsible for pruning the Green Giant Arborvitaes at Fire/Rescue Stations 5 and 6, however, fallen debris and broken branches are the contractor's responsibility to remove and properly dispose of offsite.

Questions and RFI submitted for discussion by email:

1. What do we do if training is being conducted at a location on a service date?
Answer: Contractor will still maintain the property with respect to safety, vehicles and staff. Contractor will also work in coordination with Fire/Rescue staff, Building Facilities Coordinator and/or Public Works Designee to ensure weekly maintenance is conducted.
2. Do we need to have someone sign off at each location after we mow?
Answer: No. Contractor will list service dates for each service on submitted invoices.
3. Can we park across the street at Fire/Rescue Station #7 or any other properties?
Answer: No. Contractor is to park within the property lines of each location and also must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with fire/rescue station operations.
4. What is the specified mulch depth?
Answer: Two (2) inches. Double shredded hardwood mulch shall be installed.
5. Who is responsible for fire ant control?
Answer: City Staff upon notification by the Contractor. Contractor is to notify Building Facilities Coordinator and/or Public Works Designee if fire ants are present.
6. Does a General Contractors (GC) license count as a landscape contractor's license?
Answer: No.
7. Was inquiring about the current monthly payments that were being made per month for each of the fire stations that are currently being bidded out. I'm not sure if the current company was also mowing the new station 7. If so, I would like that as well.
Answer: The previous scope of work for Fire/Rescue stations 2-7 was basic mowing services. This is a different scope with enhanced services beyond basic mowing. Fire/Rescue Stations 2-6 are \$795 per month and Fire/Rescue Station 7 is \$550 per month under the current scope of work. Fire/Rescue Station 1 is currently being serviced by COG Staff.
8. Is it possible to send me the bid tabulations for the most recent bid for this project?
Answer: Previous bid tab is not available since this is a newly created scope of work.
9. We are not NC Landscape Contractors. My question is can we get around that with previous experience?
Answer: No.

Sealed bids will be received by the City of Greenville until Thursday, January 9, 2024 at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words City of Greenville Public Works Department Fire/Rescue Stations 1-7 Facility Landscape Maintenance written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and the contract will be awarded at a later date. A bid tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

Attachments:

- Revised bid sheet

End of Addendum No. 1



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. Bids will be awarded based on the total bid per month for all fire/rescue stations. Bidder must bid on all fire/rescue stations in order to have a responsive bid.

Fire Stations 1-7 Facility Grounds Maintenance Bid

<u>Description</u>	<u>Bid</u>
Total Monthly Bid for Fire/Rescue Station #1 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #2 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #3 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #4 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #5 (Per specifications)	_____
Total Monthly Bid for Fire/Rescue Station #6, Emergency Operations Center, (Per specifications) Butler Building and Fire Training Tower	_____
Total Monthly Bid for Fire/Rescue Station #7 (Per specifications)	_____
Total Monthly Bid for all Fire/Rescue Stations (Stations 1+2+3+4+5+6+7=total monthly bid for all fire stations)	_____
Add Alternate:	
Cost to mulch all landscape beds at a depth of two (2) inches (One time per year)	_____

Note 1: Contract will be awarded based on the total monthly bid for all fire/rescue stations

Addendum Acknowledgement:

Please record each Addendum Number Received: ____ / ____ / ____ / ____ / ____

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted bid package***

Vendor: WAC Corporation of Greenville

Vendor Number: 8326

Munis Contract # _____

Exhibit B: Consultant/Contractor's Proposal



Find yourself in good company

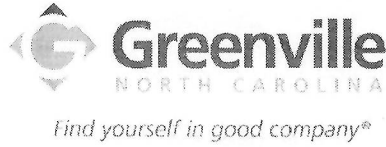
Contractor Reference Information

- 1. Company name: City of Greenville
Contact person: Michael Turner
Title: BTG F.coord. Phone No. 329-4921

- 2. Company name: City of Greenville Parks & Rec
Contact person: Ross Peterson
Title: Parks Mgr Phone No. 329-4154

- 3. Company name: City of Greenville Fire Rescue
Contact person: Jeremy Cleator
Title: Bat. Chief Phone No. 329-4408

****Include completed form with submitted bid package****



Contractor Data Form

Company Name: WAC Corporation of Greenville
 Address: PO Box 2312 Greenville NC 27836
 Phone Number: 757 0187 Mobile Phone Number: 531-5250
 Company Owner: Corey Handley Company Owner Phone Number: 757 0187
 Authorized Company Representative submitting bid: Corey Handley
 Title: President/owner
 Phone Number of Authorized Representative: 757 0187
 Email: chandleyowaclandscape.com

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

Gravelly zero turns
stihl handheld equipment
Isuzu trucks

****Include completed form with submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above mentioned specifications. Bids will be awarded based on the total bid per month for all fire/rescue stations. Bidder must bid on all fire/rescue stations in order to have a responsive bid.

Fire Stations 1-7 Facility Grounds Maintenance Bid

<u>Description</u>	<u>Bid</u>
Total Monthly Bid for Fire/Rescue Station #1 (Per specifications)	\$ 250
Total Monthly Bid for Fire/Rescue Station #2 (Per specifications)	\$ 250
Total Monthly Bid for Fire/Rescue Station #3 (Per specifications)	\$ 250
Total Monthly Bid for Fire/Rescue Station #4 (Per specifications)	\$ 250
Total Monthly Bid for Fire/Rescue Station #5 (Per specifications)	\$ 250
Total Monthly Bid for Fire/Rescue Station #6, Emergency Operations Center, (Per specifications) Butler Building and Fire Training Tower	\$ 550.00
Total Monthly Bid for Fire/Rescue Station #7 (Per specifications)	\$ 550.00
Total Monthly Bid for all Fire/Rescue Stations (Stations 1+2+3+4+5+6+7=total monthly bid for all fire stations)	\$ 2350.00
Add Alternate:	
Cost to mulch all landscape beds at a depth of two (2) inches (One time per year)	\$ 8500.00

Note 1: Contract will be awarded based on the total monthly bid for all fire/rescue stations

Addendum Acknowledgement:

Please record each Addendum Number Received: 1 / 1 / 1 / 1 / 1 / 1

Company Name: WAC Corporation of Greenville

Signed: [Signature]

Print Name: Corey Handley

Title: President/owner

Date: 1-5-24

****Include completed form with submitted bid package***

2024

Steve Troxler, Commissioner
License/Certificate

026-16213

NOT TRANSFERABLE
STATUTE GS 81.106.119

By Authority of the NC Pesticide Board

CLASSIFICATION 026-Ground Pesticide Applicator

EXPIRATION DATE 12/31/2024

Categories: A, H, L, E

LICENSEE OR CERTIFICATEE
HANDLEY, COREY W.
WAC CORP OF GREENVILLE
PO BOX 2312
GREENVILLE NC 27836



THIS LICENSE/CERTIFICATE MAY BE SUBJECT TO REVOCATION OR SUSPENSION AS PROVIDED BY LAW

Steve M. Troxler
STEVE TROXLER, COMMISSIONER



North Carolina Landscape Contractors' Licensing Board
Post Office Box 20875
Raleigh, North Carolina 27619

North Carolina Landscape Contractors' Corporate License

Valid From: 8/1/2023 - 7/31/2024
First Licensed on: 8/1/2015
NCLC CORPORATE LICENSE #: CL0305

2023 - 2024

Wac Corporation Of Greenville
Licensee: Corey William Handley #0393
PO Box 2312
Greenville, NC 27836-0312

North Carolina
Landscape Contractors' Licensing Board
NCLC CORPORATE LICENSE #: CL0305
Wac Corporation Of Greenville
(Licensee: Corey William Handley #0393)
is recognized as a
licensed Landscape Contractor business
in the State of North Carolina
Valid from: 8/1/2023 - 7/31/2024

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, Corey Handley (the individual attesting below), being duly authorized by and on behalf of WTC Corp. (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 4 day of Jan, 2024

[Signature]
Signature of Affiant
Print or Type Name: Corey Handley

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the 4th

Day of January, 2024

My Commission Expires: May 18, 2028

Katherine B. Thomas

Notary Public

(Affix Official/Notarial Seal)



****Include completed form with submitted bid package***



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Resolution Declaring 2 Vehicles and Equipment as Surplus and Authorization to Purchase 1 Replacement Vehicle for the Police Department

Explanation: The Public Works Department has determined the 2 vehicles/equipment listed below are surplus after being replaced. The vehicles/equipment will be removed from the fleet, and staff is requesting that City Council declare these items as surplus and authorize the sale of the vehicles via GovDeals, the City’s online auction service. All assets are obsolete, experiencing multiple repairs, and/or beyond their useful lives.

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

Asset #	Year	Manufacturer	Model	Description	Serial Number
5639	2003	WORKHORSE	STEP VAN - P40	VAN	5B4JP42R433371643
6633	2006	FORD	E-350	VAN	1FBSS31L06HA66687

The Public Works Department is requesting the purchase of 1 replacement vehicle for the Police Department at a cost of \$188,000.00. The replacement vehicle will be funded utilizing \$128,000.00 available in the FY 2024 Vehicle Replacement Fund and \$60,000.00 from the Police Department’s Asset Forfeiture Account as approved by Council on November 9, 2023. These vehicles have met the replacement criteria set by the City Replacement program. This item will be purchased through the following contract:

NC Sheriff’s Association Contract # 22-06-0426:

Police Department:

(1) International Emergency Response Vehicle (Up-fitted) – Replacing #'s 5639, 6633

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

Fiscal Note:

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

General Fund: \$128,000.00

PD – Asset Forfeiture: \$60,000.00

Recommendation:

City Council (1) approve the resolution declaring the 2 vehicles being replaced as surplus and authorizing the Financial Services Manager to proceed with the sale of the vehicles via electronic auction and (2) authorize the purchase of the 1 vehicle using the Vehicle Replacement Fund and the Police Department’s Asset Forfeiture Funds.

ATTACHMENTS

- [RESOLUTION - SURPLUS -DM#1191349 MARCH 11TH CC MEETING.pdf](#)
- [ERT VRF MARCH 11TH CC MEETING.pdf](#)

RESOLUTION NO. ____ - 24
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

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

Asset #	Year	Manufacturer	Model	Description	Serial Number
5639	2003	WORKHORSE	STEP VAN – P40	VAN	5B4JP42R433371643
6633	2006	FORD	E-350	VAN	1FBSS31L06HA66687

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above-listed property is hereby declared as surplus, and the Financial Services Manager is hereby authorized to sell the above-listed property to the highest bidder on April 1, 2024, at 3:00 p.m. via electronic auction on GovDeals - www.govdeals.com, said electronic address is where the information about the property to be sold can be found and where electronic bids may be posted.

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

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

This 14th day of March, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Asset #	Department or Division	Year	Manufacturer	Model	Description	Mileage	Original Cost	Status	Total Maint & Repair	Usage Type	Downtime	Replacement Vehicle	Replacement Cost	Recommendation
5639	POLICE	2003	WORKHORSE	STEP VAN - P40	VAN	26495	\$56,605.00	A	\$16,832.65	NORMAL USE	4576.86	2024 International CV515 SFA / KUV	\$188,000.00	Poor
6633	POLICE	2006	FORD	E-350	VAN	19534	\$25,500.00	A	\$14,474.10	LIGHT USE	1837.34	Emergency Response Vehicle (up fitted)		Poor

	\$0.00
Total	\$188,000.00
PD - Asset Forfeiture Contribution	\$60,000.00
General Fund Contribution	\$128,000.00
VRF Fund Available	\$516,000.00
Remaining Balance	\$388,000.00

Total Units	1
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General Fund	\$128,000.00
PD Asset Forfeiture	\$60,000.00
Total	\$188,000.00



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Various Tax Refunds Greater Than \$100

Explanation: Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

The Director of Financial Services reports refunds of the following taxes:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Gay, Marvin Demetrius	Registered Motor Vehicle	648.53
Barrow, Edgar Thigpen	Registered Motor Vehicle	529.77
Mosley, Ashley Renee	Registered Motor Vehicle	440.97
Daniels, Megan Brinson	Registered Motor Vehicle	429.98
Hylton, Melinda Manning	Registered Motor Vehicle	345.63
Hunt, David Roger	Registered Motor Vehicle	324.32
Tyson, Alfred	Registered Motor Vehicle	323.41
Tyson, Toss Shonte	Registered Motor Vehicle	315.47
Morihana, Shigetoyo	Registered Motor Vehicle	268.67
Briggs, Etta Denise	Registered Motor Vehicle	268.31
Turrisi, Edward Jeffrey	Registered Motor Vehicle	246.60
Hardee, Caroline Elizabeth	Registered Motor Vehicle	243.89
Delaney, Kelly Lyles	Registered Motor Vehicle	230.72
Patel, Raj Vinod	Registered Motor Vehicle	230.72
Lowenstein, Erwin	Registered Motor Vehicle	210.91
Ingram, Shawn Ryan	Registered Motor Vehicle	207.23
Lonardelli, Tabitha Lea	Registered Motor Vehicle	200.17
Collier, Douglas Bragg	Registered Motor Vehicle	187.83
Manjini, Sengodan Prasanna	Registered Motor Vehicle	173.99
Hylton, Samuel Reuben	Registered Motor Vehicle	167.94
Gill, David Mark Jr.	Registered Motor Vehicle	155.46

Laserna Martinez, Martin Guillermo	Registered Motor Vehicle	146.99
Sumerlin, Joshua Mikel	Registered Motor Vehicle	143.73
Cooper, Orisha Shonta	Registered Motor Vehicle	140.09
Wright, Desirai Nicole	Registered Motor Vehicle	137.35
Hogans, Jamel Akeem	Registered Motor Vehicle	132.06
Perry, Phyllis Warren	Registered Motor Vehicle	124.87
Franks, Donald Lee	Registered Motor Vehicle	123.48
Barnes, Larry	Registered Motor Vehicle	122.33
Patel, Harshilkumar Jigenshkumar	Registered Motor Vehicle	122.20
Chapman, Deborah Jane	Registered Motor Vehicle	120.76
Walker, Dandrea Vanessa	Registered Motor Vehicle	120.14
Strickland, Gregory Chuck	Registered Motor Vehicle	104.09

Fiscal Note: The total refunded is \$7,688.61.

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Presentations by Boards and Commissions

a. Multimodal Transportation Commission

Explanation: The City Council's advisory boards make annual presentations to the City Council. The City Council will hear presentations from the following boards:

- Multimodal Transportation Commission

Fiscal Note: No direct fiscal impact.

Recommendation: Hear presentation from the Multimodal Transportation Commission.



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Ordinance Prohibiting the Unauthorized Use of Limited Use Dumpsters or Limited Use Trash Receptacles

Explanation: There are three public parking lot locations in Downtown Greenville that the City allows private solid waste collectors to place receptacles for the collection of solid waste. The receptacles are found within the Merchants Parking Lot, the Roses Parking Lot, and the Hodges Parking Lot. In order to be able to use the receptacles located within these three public parking lots, a Downtown merchant must have an authorized contract with the private solid waste collector that has their respective receptacles placed within each respective parking lot.

The City has had an ongoing issue with persons not authorized by contract to utilize the receptacles within the three public parking lots carelessly placing, depositing, disposing, leaving trash, refuse and garbage in or upon the receptacles without authorization, thereby receiving the benefits of the services without payment as required.

In partnership with the Director of Public Works, the City Attorney's Office has researched and prepared for consideration an ordinance creating a new Part II, Title 12, Chapter 1, Section 15 of the Code of Ordinances, City of Greenville (City Code § 12-1-15), which defines limited use dumpsters and limited use trash receptacles, prohibits the unauthorized use of these limited use dumpsters and limited use trash receptacles except by those authorized to use such receptacles, and creates both civil and criminal penalties for the unauthorized use of such receptacles.

The proposed ordinance includes both civil and criminal penalties for unauthorized use. Given the ordinance includes criminal penalties, the law requires the City implement the code section, City Code § 12-1-15, as proposed, by way of two readings before City Council. Staff will present the first reading at the March 11, 2024 City Council meeting and present the second reading for adoption at the March 14, 2024 City Council meeting.

Fiscal Note: There is no fiscal impact associated with this presentation.

Recommendation: City Council hear the first reading of an Ordinance to Make Revisions to Part II, Title 12, Chapter 1 of the Code of Ordinances, City of Greenville by adding a new section City Code § 12-1-15 to Prohibit the Unauthorized Use of Limited Use Dumpsters or Limited Use Trash Receptacles.

ATTACHMENTS

- Ordinance to Prohibit Unauthorized Use of Limited Use Dumpsters or Limited Use Trash Receptacles on City Property 3.4.24.pdf**

ORDINANCE NO. 24-_____

AN ORDINANCE TO MAKE REVISIONS TO PART II, TITLE 12, CHAPTER 1 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE BY PROHIBITING THE UNAUTHORIZED USE OF LIMITED USE DUMPSTERS OR LIMITED USE TRASH RECEPTACLES ON CITY PROPERTY

WHEREAS, in accordance with N.C.G.S. § 14-399(k), N.C.G.S. § 160A-303.1, N.C.G.S. § 160A-174, N.C.G.S. § 160A-175, 160A-185 and N.C.G.S. § 14-4 Council finds that certain revisions to the City's Code of Ordinances as herein stated are necessary to preserve, promote, and protect the health, safety, and welfare of its citizens.

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

SECTION 1. That Part II, Title 12, Chapter 1, Section 15 (labeled reserved) of the Code of Ordinances, City of Greenville is amended by adding new section (Sec. 12-1-15) to read:

SEC. 12-1-15 UNAUTHORIZED USE OF LIMITED USE DUMPSTER OR LIMITED USE TRASH RECEPTACLE PROHIBITED ON CITY PROPERTY.

(A) *Definitions.* For the purpose of this section, the following definitions regardless of capitalization shall apply:

Authorized person. A person authorized by contract with a specific garbage or trash service collector or contractor, to place, deposit, discard, dispose, or leave any trash, refuse, rubbish, or garbage in or upon a limited use dumpster or limited use trash receptacle.

City property. Any property owned, leased, or controlled by the city.

Limited use dumpster or limited use trash receptacle. A dumpster or other trash receptacle located upon city property which is emptied on a regular basis by the city or a trash service collector or contractor, placed and intended for use solely by authorized persons for the placement, deposit, discarding, disposing, or leaving of any trash, refuse, or garbage or other similar materials in or therein upon, and is posted with signage including the following language:

NOTICE:
Limited Use Dumpster/Receptacle
Authorized Users Only
Any Unauthorized Use is Subject to Criminal and Civil Penalties.
City Code § 12-1-15.

Person. An individual, firm, partnership, association, corporation, limited liability company, other organization or group, employee or staff thereof, or other combination of persons acting as a unit or part thereof.

(B) *Violation.* It shall be unlawful for any person to place, deposit, discard, dispose, or leave any trash, refuse, rubbish, or garbage in or upon a limited use dumpster or limited use trash receptacle unless that person is an authorized person.

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

(1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to N.C.G.S. § 14-4 and N.C.G.S. § 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

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

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

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

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

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

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

1. A civil action in the nature of a debt.
 2. The use of a collections agency and the assessment of an administrative fee.
 3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 4. Equitable remedies issued by a court of competent jurisdiction.
 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Separate offenses.* Each violation of this section and each day that a violation continues is considered a separate offense.
- (4) *Enforcement Authorized.* Any law enforcement officer is authorized to enforce the criminal and civil penalties allowed by subsections (C)(1) and (C)(2)a. of this section and the City Manager and Director of the City's Public Works Department and their designees are authorized to enforce the civil penalties allowed by subsections (C)(2)a. of this section.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 4. This ordinance will become effective upon passage.

This the _____ day of _____, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Memorandum of Agreement with the North Carolina Department of Public Safety for the Town Common Bulkhead Project

Explanation: This Memorandum of Agreement (MOA) is related to the FY 2024 Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency Directed Grant, NC Appropriations Act of 2023, House Bill 259. This grant award and MOA establishes the \$5,000,000.00 in funding that will be used to help cover construction costs related to the replacement of the Town Common Bulkhead and Esplanade, which has reached the end of its serviceable life.

City staff is currently working with Moffatt-Nichol on Task Order #2 to design a replacement of the bulkhead which will protect the park from flooding, improve access to the Tar River, and enhance park activation through the introduction of new amenities. The project design and permitting are scheduled to be completed in spring 2025.

The period of performance (POP) for this directed grant is retroactive to July 1, 2023, and the last day of the POP is June 30, 2028.

Fiscal Note: This grant provides \$5,000,000.00 towards the replacement of the Town Common Bulkhead and does not require a local match. This project will need additional funds to completely fund the construction.

Recommendation: Authorize execution of the Memorandum of Agreement.

ATTACHMENTS

[Bulkhead MOA.pdf](#)

North Carolina Department of Public Safety Directed Grants Agreement

AGREEMENT # CITY OF GREENVILLE 2023-2024 FY 2023 DEPARTMENT OF PUBLIC SAFETY DISASTER RELIEF AND RECOVERY/MITIGATION/RESILIENCY DIRECTED GRANT, NC APPROPRIATIONS ACT OF 2023, HOUSE BILL 259, SECTION 5.3(a)-(c) & SECTION 5.6(a)-(l)

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the City of Greenville (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is **56-6000229**.

1. PURPOSE & AUTHORITY

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions of the FY 2024 Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency Directed Grant, NC Appropriations Act of 2023, [House Bill 259](#), Sections 5.3(a)-(c) and 5.6(a)-(l). The purpose of this grant is to provide directed grants to non-state entities established in accordance with appropriations contained in Session Law 2023-134 (HB 259) for disaster relief, recovery, mitigation, and resiliency.

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2023, House Bill 259 / SL 2023-134. The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws, and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M, and for governmental entities and public authorities subject to the Local Government Commission (LCG), N.C.G.S. Chapter 159 and 20 NCAC 03. By accepting this award, RECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

2. EFFECTIVE TERM & PERIOD OF PERFORMANCE

This Agreement shall become effective upon signature by the Parties and this agreement shall terminate on June 30, 2028. Notwithstanding the effective date of this agreement, the period of performance (POP) for this directed grant is retroactive to July 1, 2023, the first day of state fiscal year 23-24, and the last day of the POP is June 30, 2028, the last day of state fiscal year 27-28 (Section 5.6(l)). Recipient must expend or encumber all directed grant funds within the POP. Expend or encumber are defined in [N.C. Gen. Stat. § 143C-1-1](#), which is incorporated here by reference. Unless otherwise expressly authorized by AGENCY, any directed grant funds not expended or encumbered within the POP must be returned by RECIPIENT to AGENCY within 30 days of the end of the POP.

3. DEFINITIONS

- Closeout: the final grant stage where, after completion of the scope of work, the RECIPIENT submits supporting documentation to AGENCY that funds have been expended consistent with their purpose in a fiscally responsible manner and the AGENCY administratively reviews the information and notifies RECIPIENT of administrative closing of the grant. See section 14 for closeout requirements.
- Directed Grant: legislatively directed grants to non-state entities. These grants provide a specific amount of state funds be directed to a named organization for a purpose described in the appropriations act in which the grant was included.
- Monitoring: The process of ensuring State funds are used responsibility and according to their purpose which involves a system of educating, reviewing, tracking, and reporting on the use of grant funds.
- Level I: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

- Level II: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- Level III A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.
- Non-Compliance: failure by the grant awardee to follow the terms of this agreement, applicable federal or state law, and/or to use funds inconsistently with the purpose of the directed grant as defined by the General Assembly. See section 7 – Monitoring and Auditing.
- General Assembly: the bicameral legislature of the State of North Carolina, consisting of the State House of Representatives and State Senate.
- Encumbrance: As defined by the State Budget Act, [N.C. Gen. Stat. § 143C-1-1](#), A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided by the State, or other legally binding agreement.
- Budget: As defined by the State Budget Act, [N.C. Gen. Stat. § 143C-1-1](#), A plan to provide and spend money for specified programs, functions, activities, or objects during a fiscal year.

4. RECIPIENT'S RESPONSIBILITIES

The RECIPIENT is responsible for all the following:

Required Documents/Forms

RECIPIENT must submit the following documents to AGENCY upon execution of this MOA:

- i. W-9 (09 NCAC 03M .0202)
- ii. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (G.S. 143C-6-23. (b))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))

Scope of Work and Budget (Attachment A)

RECIPIENT must provide a Scope of Work & Budget to AGENCY, and the Scope of Work & Budget must be approved by AGENCY before AGENCY can release any funds to RECIPIENT under this agreement.

The Scope of Work clearly and concisely defines the specific project(s) to be completed with the directed grant funds in this agreement, identifies the gaps and/or priorities addressed by the project(s), and provides the timeline and budget for the project(s). RECIPIENT is required to use the funds in the amounts as set forth in RECIPIENT's Budget. RECIPIENT must submit an amended budget to AGENCY if RECIPIENT wants to reallocate and/or redistribute the funds from a previously approved budget. See **Attachment A** for Scope of Work template including budget.

Quarterly Reports (Attachment B)

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed the amount allocated by the General Assembly **\$5,000,000.00**.

RECIPIENT must submit a **Quarterly Report** (90-day) to AGENCY for every quarter of the POP. Quarterly reports are due within 15 calendar days of the end of each quarter as follows:

- 1st July 01 – September 30 (Due October 15)
- 2nd October 01 to December 31 (Due January 15)

- 3rd January 01 to March 31 (Due April 15)
- 4th April 01 to June 30 (Due July 15)

Quarterly reports shall at a minimum include:

- i. Period stating beginning balance of the Project Fund.
- ii. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g., program related staffing).
 - b. Service and Contract expenses (e.g., utilities, telephone, data, lease related expenses).
 - c. Goods (e.g., supplies and equipment) expenses.
 - d. Administration Expenses (e.g., overhead & project management).
 - e. Other expenses (e.g., related charges not assigned above and described by RECIPIENT).
- iii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
- iv. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.
- v. **Attachment B** is a copy of the quarterly report.
- vii. Quarterly reports shall be email: michael.grant@ncdps.gov

Request for Payment (Attachment B)

RECIPIENT must submit requests for payment of funds to AGENCY with all required documentation attached for **\$1,250,000.00** distributed quarterly, not to exceed a total of **\$5,000,000.00**. Once AGENCY is satisfied that RECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center(s) **206631 56600100 1901176** in the North Carolina Financial System (NCFS)

RECIPIENT shall complete a “Request for Payment of Appropriation(s) from North Carolina General Fund” each quarter and submit to AGENCY, along with all required documentation. Funds will be paid quarterly after AGENCY receives all required documentation, including quarterly reports. See **Attachment B** for request for payment template.

Other Conditions

Pursuant to N.C.G.S 143C-1-1, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

RECIPIENT must complete any procurement(s) and expenditures no later than the end of the POP on June 30, 2028 (Section 5.6(l)). Funds allocated in this section that are not expended or encumbered by June 30, 2028, shall revert to the State Emergency Response and Disaster Relief Reserve.

No Match Requirement. RECIPIENT is not required to provide matching funds in cash or in-kind for this award.

Indirect Costs. No indirect costs will be charged to this award.

Municipalities, counties, and other entities subject to the Local Government Commission will follow the Local Government Finance Act, N.C.G.S. 159-34.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2022-74, Sec. 5.3(b)5).

Compliance

RECIPIENT understands and acknowledges required compliance with all applicable statutory provisions outlined in N.C.G.S. 143C-6-23 and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

RECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. RECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on RECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of RECIPIENT on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM).

Conflict of Interest

Per [N.C.G.S. § 143C-6-23\(b\)](#), RECIPIENT is required to file with AGENCY a copy of RECIPIENT's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before AGENCY may disburse any grant funds.**

In conjunction with providing the conflict-of-interest policy to AGENCY, RECIPIENT must disclose in writing to AGENCY, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes RECIPIENT's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts or subgrants. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subgrant supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract or subgrant. The officers, employees, and agents of the RECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subgrants. RECIPIENT may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the RECIPIENT. All RECIPIENTs must disclose in writing to RECIPIENT, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting, subcontracting and sub-granting with funds provided under this grant award. Upon request, RECIPIENT must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Audit Requirements

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

If RECIPIENT is a unit of local government in North Carolina, RECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

AGENCY'S DUTIES & PAYMENT PROVISIONS

AGENCY shall ensure that funds allocated and disbursed comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

AGENCY will register all state assistance programs and awards with OSBM as required, and AGENCY will comply with the requirements of OSBM's [Grants Management System](#) as applicable.

The AGENCY shall pay the RECIPIENT on a quarterly basis with each payment being an equal amount of **\$1,250,000.00** not to exceed total grant amount of **\$5,000,000.00**. Payment shall be made once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to **206631 56600100 1901176**.

AGENCY will submit grant monitoring plan(s) to OSBM as required.

AGENCY will provide education and technical assistance to directed grant recipients through one-on-one communication, live group events and/or web-based information to provide instruction on required documents and the process of receiving grant funds.

5. FUNDS MANAGEMENT

Accounting. RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT’s central accounting and grant management system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.

Travel. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this MOA shall be reasonable and supported by documentation. State rates should be used as guidelines and shall not be exceeded. International travel shall not be eligible under this MOA.

Taxes. No taxes will be charged to this award. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220 Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov	Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220 Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mark Nottingham, City Projects, and Development Manager City of Greenville 200 W 5th Street Greenville, NC 27858 Telephone: 252-329-4242 Fax: 252-329-4435 Email: MNottingham@greenvillenc.gov	Mark Nottingham, City Projects, and Development Manager City of Greenville 200 W 5th Street Greenville, NC 27858 Telephone: 252-329-4242 Fax: 252-329-4435 Email: MNottingham@greenvillenc.gov

7. MONITORING AND AUDITING

RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

AGENCY is required by law to monitor and oversee directed grant funds to ensure State financial assistance is spent consistent with the purposes for which it was awarded, [09 N.C.A.C. 03M.0401](#), and AGENCY will review the documentation provided by RECIPIENT to ensure adequate progress is being made toward achieving project goals and objectives.

AGENCY will assess RECIPIENT for risk using the factors adopted by Office of State Budget and Management:¹

Grant Amount

Low: Less than or equal to \$250,000

Moderate: Greater than \$250,000 or less than \$5,000,000

High: Greater than or equal to \$5,000,000

Number of Subrecipients

Low: 0 Moderate: Less than or equal to 5 High: Greater than 5

Entity Type

Low: County, School System Moderate: Municipality, Hospital High: Nonprofit – Construction, Nonprofit-Other, Other

Other factors

Other factors such as staff turnover, system changes, audit findings, monitoring issues and prior experience with grant recipient may also be considered when accessing the risks.

Based on the combination of those three indicators, grantee recipients will be identified with a risk assessment of Low, Moderate or High.

Levels of Monitoring Based on Risk

AGENCY will review financial and performance information for high-risk grantees to ensure each report is completed in accordance with the grant agreement and when expenditures are listed, review for allowability.

Based on time availability, AGENCY will select a sample of medium and low risk grant recipients for the same review as high-risk recipients.

Noncompliance with Agreement Terms

If RECIPIENT fails to comply with any term of this Agreement but the non-compliance is not the result of mismanagement or criminal misuse of funds, AGENCY shall address the non-compliance by

- (1) Communicating the requirements to RECIPIENT.
- (2) Requiring a response from RECIPIENT upon a determination of noncompliance.
- (3) Suspending payments to the RECIPIENT until RECIPIENT complies.

¹ Office of State Budget and Management (OSBM) Recipient Monitoring Plan (May 2022)

If RECIPIENT fails to correct the non-compliance within 60 days, AGENCY may

- (1) Terminate this Agreement and seek return of unexpended funds or unauthorized expenditures. And
- (2) Offset future payments with any amounts improperly spent.

If RECIPIENT'S non-compliance includes management deficiencies or criminal activity leading to the misuse of funds, AGENCY shall notify the Office of State Budget and Management and:

- (1) Suspend payments until the matter has been fully investigated and corrective action has been taken.
- (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures. And
- (3) Report possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with G.S. 143B-920.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

RECIPIENT will not assign or subcontract without obtaining written approval. The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT 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 AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended or unencumbered funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. CLOSEOUT REPORTING REQUIREMENTS

Following the principles of 2 CFR 200.344 (incorporated by reference in this MOA), RECIPIENT must submit to AGENCY, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2028:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

RECIPIENT agrees to submit to all required closeout documentation (final report) to AGENCY within ninety (90) days after expiration of this agreement on June 30, 2028, giving RECIPIENT until September 30, 2028, to submit final report.

AGENCY will not release the final fourth quarter payment to RECIPIENT unless/until RECIPIENT has submitted all required closeout documentation and AGENCY has approved that documentation.

Performance Reporting

The above noted closeout documentation shall include adequate information from RECIPIENT showing qualitative and quantitative results in accomplishing the approved Scope of Work in Attachment A. The purpose of this performance reporting is for RECIPIENT to demonstrate exactly how the grant funds were utilized to accomplish the approved scope of work, as well the impact of the completed work (to the extent known at the time of grant closeout).

Final Accounting & Supporting Documentation

The above noted closeout documentation must include sufficient documentation that approved expenditures have been properly invoiced and paid by RECIPIENT, and that the products and/or services have in fact been received by RECIPIENT. RECIPIENT must provide a final summary of all expenditures funded by this grant. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and amount paid for with grant funds.

RECIPIENT shall also include all legible and complete invoices and receipts detailing the expenses funded with this grant. The total amount of these invoices and receipts shall be equal to the full amount of the award.

If the total amount of these invoices and receipts exceeds the full amount of the award, RECIPIENT is required to clearly indicate the exact amount(s) paid with grant funds, equaling the full amount of the amount.

If the total amount of these invoices and receipts is less than the full amount of the award, AGENCY will reduce the final quarterly payment by the amount of the underrun. If the underrun exceeds the final quarterly payment, RECIPIENT will be required to reimburse AGENCY for the amount of the unrecovered underrun within 30 days of notification by AGENCY.

Invoices, receipts, and associated documentation must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.
- Proof of payment of expenses associated with the project.

15. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment A - Scope of Work & Budget
- Attachment B - Quarterly Report & Accounting
- Attachment C – State Grant Tax Certification
- Conflict of Interest Policy

16. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

CITY OF GREENVILLE

Signature

Date

P.J. Connelly

Mayor

Printed Name

Title

NC DEPARTMENT OF PUBLIC SAFETY

Signature

Date

Allis Talley-Burton

Controller

Printed Name

Title

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER:

PROJECT CODE (IF APPLICABLE):

Attachment A Scope of Work and Annual Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential subgrants and an annual budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:	
Organization Name:	City of Greenville
Tax Identification #:	566000229
Organization Fiscal Year End: (mmdyyy)	06/30/2024

2. Scope of Work:
<p>Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results.</p> <p>The City of Greenville plans to solicit construction bids at the end of 2024 to replace the bulkhead and esplanade at the Town Common and install park improvements related to this area of construction. Construction services to replace the bulkhead and walkways for this project will be paid for with these funds. The bulkhead is approximately 1,570 in length with a 15' wide concrete sidewalk behind it, all of which needs to be replaced. The new bulkhead will ensure the park is protected from the Tar River and provides recreational opportunities while mitigating natural hazard risks.</p>

3. Subgrants:				
a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?		Yes	X	No
If yes, answer the following:				
b. Name of Subrecipient	c. Program Name	d. Amount to Subrecipient		

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's annual budget related to the grant award. Please add or delete expenditure captions for clarity if needed. The annual budget must be signed by an authorizing official.

The following annual budget is for the time period beginning (July/01/2024.) and ending (June/30/2025.).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. salaries, benefits, program related staffing).	\$
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	\$
Goods (e.g. supplies and equipment) Expenses	\$
Administration Expenses (e.g. overhead & project management)	\$
Other Expenses (e.g. related charges not assigned above with descriptions)	\$5,000,000.00 (construction)
Total Beginning Balance of the Project Fund	\$0

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Fiscal Officer, CEO or Board Chair.

Signature	Date
Jacob Joyner	Director of Financial Services
Printed Name	Title

Appendix C: State Grant Certification – No Overdue Tax Debts



[Date of Certification (mmdyyyy)]

To: Office of State Budget and Management, Director and Chief Fiscal Officer

Certification:

We certify that the City of Greenville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

P.J. Connelly and Michael Cowin being duly sworn, say that we are the Board Chair and City Manager, respectively, of the City of Greenville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Mayor

City Manager

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

City of Greenville

Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of the City of Greenville from interfering with the performance of their duties to the City of Greenville, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the City of Greenville.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of the City of Greenville. Governing Board (also board) means the board of directors. Director means an individual member of the board of directors. Staff member means a person who receives all or part of his/her income from the payroll of the City of Greenville.

Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Directors in all conflicts of interest, including but not limited to the following:
 - a) A director is related to another director.
 - b) A director is related to a staff member.
 - c) A director is also a staff member.
 - d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
 - e) A director or staff member receives payment from the City of Greenville for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
 - f) A director or staff member is a member of the governing body of a contributor to the City of Greenville.
 - g) A director or staff member may have personal, financial, professional, or political gain at the expense of the City of Greenville.
 - h) A director or staff member engages in activities that may cause a loss of public credibility in the City of Greenville or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.
3. An interested director, officer, or staff member shall not participate in any discussion or debate of the board of directors, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No director, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or director; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of directors and such transaction was approved by the board in full knowledge of such interest.
6. The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a director, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.

8. In the event that the City of Greenville has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that the City of Greenville prevails in such legal action, litigation, or appeal, the City of Greenville shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
9. A copy of this policy shall be given to all directors, officers, and staff members upon commencement of such person's relationship with the City of Greenville. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed:

(signature)

Michael Cowin

(name printed)

(date)

To ensure the policy is being regularly enforced and monitored for compliance, the Executive Director shall remind board and staff members of the policy annually by email and shall require board and staff members to disclose annually any interests that may give rise to conflict.

Use the section below to disclose any interests that may give rise to conflict:



City of Greenville, North Carolina

Meeting Date: 03/11/2024

Title of Item: Budget Ordinance Amendment #8 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), ARPA fund (Ordinance #21-053), Occupancy Tax Fund (Ordinance #11-003), and the Donations Fund (Ordinance #18-062)

Explanation: Attached for consideration at the March 11, 2024 City Council meeting is an ordinance amending the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), ARPA fund (Ordinance #21-053), Occupancy Tax Fund (Ordinance #11-003), and the Donations Fund (Ordinance #18-062).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Increase / (Decrease)</u>
A	Adjust revenues based on mid-year results.	General Sanitation	532,739 3,299
B	Recognize donations received for Police and Recreation & Parks Departments.	Donations	40,000
C	Move Occupancy Tax reserves to Recreation & Parks to cover the feasibility study on the Sports Complex.	Occupancy Tax Rec & Parks Capital	- 11,100
D	Recognize grant funds received for St. Andrews Streambank.	Enterprise Capital Projects Fund	627,879
E	Move Occupancy Tax Reserves to cover expenses associated with Sports Council.	Occupancy Tax General	-
F	Increase Housing budget to reflect funds received from program income.	Housing	656,907

G	Increase the Transit budget to recognize grant funds received for funding of new buses and vans, as well as infusion from VRF through appropriated fund balance.	Transit VRF	2,693,350 538,670
H	Adjust appropriated fund balance within the VRF.	VRF	2,957,696
I	Transfer funds from General Fund to cover costs associated with Zoning Ordinance Update.	General Fund Community Development Capital	70,000
J	Increase funds for Dream Park Community Building from remaining funds from Greenfield Terrace Park Improvements.	ARPA	-
K	Appropriate funding to cover liability claims.	General	250,000

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2023-24 Original Budget</u>	<u>Amendment #8</u>	<u>2023-24 Budget per Amendment #8</u>
General	\$108,545,653	\$852,739	\$109,398,392
Debt Service	6,863,408	-	6,863,408
Public Transportation (Transit)	5,572,716	2,693,350	8,266,066
Fleet Maintenance	6,357,587	-	6,357,587
Sanitation	9,416,250	3,299	9,419,549
Stormwater	12,618,171	-	12,618,171
Housing	2,060,790	656,907	2,717,697
Health Insurance	14,376,386	-	14,376,386
Vehicle Replacement	8,346,170	3,496,366	11,842,536
Facilities Improvement	2,354,639	-	2,354,639
Special Revenue Grants	14,881,263	-	14,881,263
Public Works Capital Projects	59,553,361	-	59,553,361
Recreation & Parks Capital Projects	18,091,449	11,100	18,102,549
Community Development Capital Projects	19,554,227	70,000	19,624,227
Engineering Capital Projects	60,439,786	-	60,439,786
Donations	551,442	40,000	591,442
Occupancy Tax	4,654,328	-	4,654,328
Fire/Rescue Capital Projects	12,717,183	-	12,717,183

Street Improvement Bond Capital	17,840,414	-	17,840,414
Enterprise Capital Projects	57,345,922	627,879	57,973,801
ARPA	24,689,311	-	24,689,311

Recommendation: Approve Budget Ordinance Amendment #8 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), ARPA fund (Ordinance #21-053), Occupancy Tax Fund (Ordinance #11-003), and the Donations Fund (Ordinance #18-062)

ATTACHMENTS

[BA__8 Final.xlsx](#)

ORDINANCE NO. 24-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#8) Amending the 2023-24 Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024),
ARPA Fund (Ordinance #21-053), Occupancy Tax Fund (Ordinance #11-003),
and the Donations Fund (Ordinance #18-062)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #8					2023-24 Budget per Amend #8
	2023-24 Revised Budget	A.	I.	K.	Total Amend #8	
ESTIMATED REVENUES						
Property Tax	\$ 39,689,205	\$ -	\$ -	\$ -	\$ -	\$ 39,689,205
Sales Tax	30,766,976	-	-	-	-	30,766,976
Video Prog. & Telecom. Service Tax	738,769	-	-	-	-	738,769
Rental Vehicle Gross Receipts	176,125	-	-	-	-	176,125
Utilities Franchise Tax	6,896,611	-	-	-	-	6,896,611
Motor Vehicle Tax	1,705,845	-	-	-	-	1,705,845
Other Unrestricted Intergov't	871,145	-	-	-	-	871,145
Powell Bill	2,390,610	-	-	-	-	2,390,610
Restricted Intergov't Revenues	769,916	-	-	-	-	769,916
Licenses, Permits and Fees	4,732,550	100,000	-	-	100,000	4,832,550
Rescue Service Transport	3,200,000	100,000	-	-	100,000	3,300,000
Parking Violation Penalties, Leases, Other Revenues	300,000 1,398,790	-	-	-	-	300,000 1,398,790
Interest on Investments	925,000	332,739	-	-	332,739	1,257,739
Transfers In GUC	8,199,596	-	-	-	-	8,199,596
Appropriated Fund Balance	5,784,515	-	70,000	250,000	320,000	6,104,515
Total Revenues	\$ 108,545,653	\$ 532,739	\$ 70,000	\$ 250,000	\$ 852,739	\$ 109,398,392
APPROPRIATIONS						
Mayor/City Council	\$ 641,788	\$ 41,749	\$ -	\$ -	\$ 41,749	\$ 683,537
City Manager	3,678,828	6,598	-	-	6,598	3,685,426
City Clerk	404,438	6,598	-	-	6,598	411,036
City Attorney	765,619	-	-	-	-	765,619
Human Resources	3,573,353	10,000	-	-	10,000	3,583,353
Information Technology	4,387,953	-	-	-	-	4,387,953
Engineering	6,134,617	-	-	-	-	6,134,617
Fire/Rescue	18,738,841	115,000	-	250,000	365,000	19,103,841
Financial Services	3,578,615	103,299	-	-	103,299	3,681,914
Recreation & Parks	9,522,288	128,299	-	-	128,299	9,650,587
Police	30,625,350	6,598	-	-	6,598	30,631,948
Public Works	8,005,778	108,000	-	-	108,000	8,113,778
Planning & Development	2,728,827	-	-	-	-	2,728,827
Neighborhood & Business Services	1,439,877	3,299	-	-	3,299	1,443,176
OPEB	700,000	-	-	-	-	700,000
Contingency	40,000	-	-	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	\$ 93,015,285	\$ 529,440	\$ -	\$ 250,000	\$ 779,440	\$ 93,794,725
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 15,530,368	\$ 3,299	\$ 70,000	\$ -	\$ 73,299	\$ 15,603,667
Total Other Financing Sources	\$ 15,530,368	\$ 3,299	\$ 70,000	\$ -	\$ 73,299	\$ 15,603,667
Total Approp & Other Fin Sources	\$ 108,545,653	\$ 532,739	\$ 70,000	\$ 250,000	\$ 852,739	\$ 109,398,392

Section II: Estimated Revenues and Appropriations. Donations Fund, of Ordinance #18-062 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	B.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
Restricted Intergov/Donations	\$ 348,154	\$ 40,000	\$ 40,000	\$ 388,154
Transfer From General Fund	203,288	-	-	203,288
Total Revenues	\$ 551,442	\$ 40,000	40,000	\$ 591,442
APPROPRIATIONS				
Mayor & City Council	\$ 550	\$ -	\$ -	\$ 550
Financial Services	1,336	-	-	1,336
Police	67,137	4,000	4,000	71,137
Fire / Rescue	20,202	-	-	20,202
Community Development	3,270	-	-	3,270
Recreation & Parks	458,947	36,000	36,000	494,947
Total Appropriations	\$ 551,442	\$ 40,000	\$ 40,000	\$ 591,442

Section III: Estimated Revenues and Appropriations. Enterprise Capital Projects 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 #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
Spec Fed/State/Local Grants	\$ 195,490	\$ 627,879	\$ 627,879	\$ 823,369
State Revolving Loans	16,340,571	-	-	16,340,571
Bond Proceeds/Town Creek Culvert	26,199,712	-	-	26,199,712
Transfer from Other Funds	14,610,149	-	-	14,610,149
Total Revenues	\$ 57,345,922	\$ 627,879	\$ 627,879	\$ 57,973,801
APPROPRIATIONS				
Stormwater Drain Maint Improvement	\$ 1,281,000	\$ -	\$ -	\$ 1,281,000
Town Creek Culvert Project	35,503,387	-	-	35,503,387
Watershed Masterplan Project	12,436,632	-	-	12,436,632
South Elm Culvert Replacement	8,124,903	-	-	8,124,903
St. Andrews Streambank	-	627,879	627,879	627,879
Total Appropriations	\$ 57,345,922	\$ 627,879	\$ 627,879	\$ 57,973,801

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	C.	Total Amend #8	2023-24 Budget per Amend #8
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	74,870	-	-	74,870
Transfer from Occupancy Tax Reserve	558,200	11,100	11,100	569,300
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	\$ 18,091,449	\$ 11,100	\$ 11,100	\$ 18,102,549
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	11,100	11,100	69,300
Guy Smith Improvements	1,034,000	-	-	1,034,000
Greenfield Terrace	497,361	-	-	497,361
Elm Street Improvements	44,870	-	-	44,870
Transfer to Other Funds	423,082	-	-	423,082
Total Appropriations	\$ 18,091,449	\$ 11,100	\$ 11,100	\$ 18,102,549

Section V: Estimated Revenues and Appropriations. ARPA Fund, of Ordinance #21-053 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	J.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311
Total Revenues	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311
APPROPRIATIONS				
CSLRF Project	\$ -	\$ -	\$ -	\$ -
Premium Pay for Employees	282,500	-	-	282,500
BUILD Grant City Match	9,813,000	-	-	9,813,000
E. 4th St. Reconstruction	187,000	-	-	187,000
Small Business/Non-Profit Assistance	500,000	-	-	500,000
Greenfield Terrace Improvements	502,639	(250,000)	(250,000)	252,639
Dream Park Community Rec Center	2,381,672	250,000	250,000	2,631,672
PW Drainage Pipe Replacement	10,000,000	-	-	10,000,000
Town Common Bulkhead	1,022,500	-	-	1,022,500
Total Appropriations	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311

Section VI: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #23-046 is hereby amended by decreasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	F.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
CDBG Grant Income	\$ 963,874	\$ -	\$ -	\$ 963,874
HOME Grant Income	599,237	656,907	656,907	1,256,144
Transfer from General Fund	427,679	-	-	427,679
NC Tri-Party Grant	70,000	-	-	70,000
Total Revenues	\$ 2,060,790	\$ 656,907	\$ 656,907	\$ 2,717,697
APPROPRIATIONS				
Personnel	\$ 606,980	\$ -	\$ -	\$ 606,980
Operating	1,453,810	656,907	656,907	2,110,717
Total Appropriations	\$ 2,060,790	\$ 656,907	\$ 656,907	\$ 2,717,697

Section VII: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Original Budget	G.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
Grant Income	\$ 4,334,366	\$ 2,154,680	\$ 2,154,680	\$ 6,489,046
Bus Fare Ticket Sales	289,500	-	-	289,500
Other Revenues	57,500	-	-	57,500
Transfer from General Fund	771,894	-	-	771,894
Transfer from Vehicle Replacement Fund	-	538,670	538,670	538,670
Appropriated Fund Balance	119,456	-	-	119,456
Total Revenues	\$ 5,572,716	\$ 2,693,350	\$ 2,693,350	\$ 8,266,066
APPROPRIATIONS				
Public Transportation	\$ 3,823,343	\$ -	\$ -	\$ 3,823,343
Fleet Bay Expansion	1,086,573	-	-	1,086,573
Bus Shelter Additions	662,800	-	-	662,800
Capital	-	2,693,350	2,693,350	2,693,350
Total Appropriations	\$ 5,572,716	\$ 2,693,350	\$ 2,693,350	\$ 8,266,066

Section VIII: Estimated Revenues and Appropriations. Sanitation Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Original Budget	A.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
Refuse Fees	\$ 8,448,000	\$ -	\$ -	\$ 8,448,000
Cart and Dumpster	229,200	-	-	229,200
Other Revenues	100,700	3,299	3,299	103,999
Appropriated Fund Balance	638,350	-	-	638,350
Total Revenues	\$ 9,416,250	\$ -	\$ -	\$ 9,419,549
APPROPRIATIONS				
Sanitation Service	\$ 9,416,250	\$ 3,299	\$ 3,299	\$ 9,419,549
Total Appropriations	\$ 9,416,250	\$ 3,299	\$ 3,299	\$ 9,419,549

Section IX: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Original Budget	G.	H.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES					
Transfer from Sanitation Fund	\$ 1,107,608	\$ -	\$ -	\$ -	\$ 1,107,608
Transfer from Other Funds	710,509	-	-	-	710,509
Transfer from General Fund	1,783,291	-	-	-	1,783,291
Appropriated Fund Balance	4,744,762	538,670	2,957,696	3,496,366	8,241,128
Total Revenues	\$ 8,346,170	\$ 538,670	\$ 2,957,696	\$ 3,496,366	\$ 11,842,536
APPROPRIATIONS					
Vehicle Replacement Fund	\$ 8,346,170	\$ -	\$ 2,957,696	\$ 2,957,696	\$ 11,303,866
Transfer to Transit Fund	-	538,670	-	538,670	538,670
Total Appropriations	\$ 8,346,170	\$ 538,670	\$ 2,957,696	\$ 3,496,366	\$ 11,842,536

Section X: Estimated Revenues and Appropriations. Occupancy Tax Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	C.	E.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES					
Occupancy Tax	\$ 1,624,738	\$ -	\$ -	\$ -	\$ 1,624,738
Transfer from Public Works Capital Projects	1,866,866	-	-	-	1,866,866
Transfer from Debt Service	1,162,724	-	-	-	1,162,724
Appropriated Fund Balance	-	-	-	-	-
Total Revenues	\$ 4,654,328	\$ -	\$ -	\$ -	\$ 4,654,328
APPROPRIATIONS					
Occupancy Tax Reserves	\$ 3,148,128	\$ (11,100)	\$ (300,000)	\$ (311,100)	\$ 2,837,028
Service Charge/Collection Fee	58,000	-	-	-	58,000
Payments to CVB	750,000	-	300,000	300,000	1,050,000
Transfer to Facilities Improvement	100,000	-	-	-	100,000
Transfer to Other Funds	598,200	11,100	-	11,100	609,300
Total Appropriations	\$ 4,654,328	\$ -	\$ -	\$ -	\$ 4,654,328

Section XI: Estimated Revenues and Appropriations. Community Development Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	I.	Total Amend #8	2023-24 Budget per Amend #8
ESTIMATED REVENUES				
Transfers In / CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-	-	160,500
Transfers / Trans from Energy Eff	275,000	-	-	275,000
Transfers from General Fund	1,190,000	70,000	70,000	1,260,000
Rstrc Intgv / Spec ST Fed Grant	1,300,000	-	-	1,300,000
Rstrc Intgv / Grant Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev / Sale of Property	422,088	-	-	422,088
Rental Income	316,117	-	-	316,117
Other Revenues	437,089	-	-	437,089
Total Revenues	\$ 19,554,227	\$ 70,000	\$ 70,000	\$ 19,624,227
APPROPRIATIONS				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,270,918	-	-	6,270,918
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficient Revolving Loan Prog	1,450,000	-	-	1,450,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Purchase	957,035	-	-	957,035
Zoning Ordinance Update	150,000	70,000	70,000	220,000
Transfer to R&P Capital Project	82,965	-	-	82,965
Total Appropriations	\$ 19,554,227	\$ 70,000	\$ 70,000	\$ 19,624,227

Section XII: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 11th day of March, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk