



Agenda

Greenville City Council

June 10, 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 - Mayor P.J. Connelly

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Awards from United Way of Pitt County
2. National Association of Government Communicators Award for 2024 Then/Now Calendar - Public Information Office
3. Recognition of Juneteenth Art Contest Participants

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. Authorization to Receive Funds from the U.S. Department of Justice Body Worn Camera Grant
5. Authorization to Apply for a Great Trails State Grant to Help Fund the Boardwalk Connection from Wildwood Park to River Park North
6. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2023-24 Budget and Various Capital Project Budgets
7. Contract with The Ferguson Group for FY 2024-2025
8. Pitt County Arts Council at Emerge Fiscal Year 2024-25 Contract for Services
9. Contract award for the 2024 Stormwater Repairs Project and approval of Task Order #6 for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract
10. Various Tax Refunds Greater Than \$100

IX. New Business

Public Hearings

11. Public Hearing on the Proposed Fiscal Year 2024-25 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, Greenville Utilities Commission and a Public Hearing to be Held Concurrently on Proposed Stormwater Management Utility Rate Increase

Other Items of Business

12. Award of Construction Contract to FASCO Inc. for Greenfield Terrace Park Improvements
13. Resolution Authorizing Contract Award for the Construction of the Public Works Stormwater Pipe Improvements Phase II for the Public Works Stormwater Pipe Improvements.
14. Resolution Authorizing Contract Award for Task Order 6 (CA CO Inspection) for the Public Works Stormwater Pipe Improvements
15. Reimbursement Resolution for the Proposed Replacement of a Stormwater Pipe
16. Resolution Approving an Exchange of Property with the Pitt County Board of Education for Development and Use of a New Fire/Rescue Station

17. Contract award for professional services for Design and Construction Engineering and Inspection (CEI) on the Arts District Streetscape Project
18. Budget Ordinance Amendment #11 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002)

X. Review of June 13, 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: 06/10/2024

Title of Item: Authorization to Receive Funds from the U.S. Department of Justice Body Worn Camera Grant

Explanation: The Greenville Police Department was selected to receive \$1.4 million in funding for Body Worn and In-Car Cameras. The Police Department has used cameras to increase transparency and record critical data since 2009. This funding will allow the department to explore the most advanced options for data captured by video including devices worn by the individual officers as well as each department vehicle. The storage and retrieval of this data is critical to meeting the demands of the public and will also be updated by way of this funding.

Fiscal Note: The City will receive \$1.4 million, and no match is required for this funding.

Recommendation: Authorize Greenville Police Department staff to receive funds from Department of Justice Body Worn Camera Grant.



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Authorization to Apply for a Great Trails State Grant to Help Fund the Boardwalk Connection from Wildwood Park to River Park North

Explanation: The Great Trails State Program provides funding for new trail development and extensions to existing trails in North Carolina. This grant program is being administered by the NC Department of Natural and Cultural Resources Division of Parks and Recreation. A total of \$25 million is available statewide, and applicants can apply for up to \$500,000. Pitt County is a Tier 1 County and therefore the City has a 25% required local match.

City staff's proposed application will request \$500,000 to help fund construction of the boardwalk connection from Wildwood Park to River Park North. This project has been designed and permitted and is considered shovel ready. The grant program requires the City Council's support and approval of the application and commitment to provide the required matching funds (\$125,000) within three years of submitting the application. The matching funds are currently available in the Wildwood Park project account and are designated towards the construction of the boardwalk.

The application is due on September 3, 2024, and grant recipients will be selected by the Secretary of the Department of Natural and Cultural Resources in late 2024 or early 2025.

Fiscal Note: The required match of \$125,000 is available in the project account.

Recommendation: Authorize staff to proceed with a Great Trails State grant application for \$500,000 to help fund the boardwalk connection from Wildwood Park to River Park North and commit to providing the matching funds of \$125,000 within the three-year project period.

ATTACHMENTS

[Local Government Certification.pdf](#)

Certification & Approval by Governing Board

I hereby certify the information contained in the attached Great Trails State Program application is true and correct, and the required matching funds for the grant will be available within three years of submitting the application. This application has been approved by the governing board.

P.J. Connelly

(Print or Type Name and Title)

(Signature)

If two sponsors are applying together, this form must be completed and signed by each board.



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2023-24 Budget and Various Capital Project Budgets

Explanation: The fiscal year 2023-24 Electric, Water, Sewer and Gas Fund Budgets need to be amended to ensure that the estimated sources of revenue appropriately cover the estimated expenditures and contingencies for the remainder of the fiscal year and to also alleviate the potential of actual expenditures being over the budget. On May 16, 2024, the GUC Board of Commissioners approved the fiscal budget amendments, which included certain capital projects budget amendments.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached Ordinance and Reimbursement Resolution amending GUC's fiscal year 2023-24 budget which includes capital projects budget amendments.

ATTACHMENTS

- [Ordinance Amending 2023-24 Budget.pdf](#)
- [Reimbursement Res Capital Projects FY 23-24 Budget Amend.pdf](#)

ORDINANCE NO. 24-
CITY OF GREENVILLE, NORTH CAROLINA
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2023-24 BUDGET, AND
TO AMEND VARIOUS CAPITAL PROJECT BUDGETS

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2023 and ending June 30, 2024 to meet the subsequent expenditures according to the following schedules:

	<u>Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
A.	<u>Electric Fund</u>			
	Rates & Charges	\$182,903,800	(\$6,340,781)	\$176,563,019
	Fees & Charges	1,310,000	(44,071)	1,265,929
	Miscellaneous	2,427,564	4,524,222	6,951,786
	Interest on Investments	530,000	606,437	1,136,437
	FEMA/Insurance Reimbursement	0	47,783	47,783
	Transfer from Rate Stabilization	7,800,000	(300,000)	7,500,000
	Total Electric Fund Revenue	\$194,971,364	(\$1,506,410)	\$193,464,954
B.	<u>Water Fund</u>			
	Rates & Charges	\$26,171,128	(\$185,655)	\$25,985,473
	Fees & Charges	450,000	204,193	654,193
	Miscellaneous	239,000	438,754	677,754
	Interest on Investments	100,000	97,136	197,136
	FEMA/Insurance Reimbursement	0	0	0
	Total Water Fund Revenue	\$26,960,128	\$554,428	\$27,514,556
C.	<u>Sewer Fund</u>			
	Rates & Charges	\$24,729,081	(\$210,200)	\$24,518,881
	Fees & Charges	420,250	153,010	573,260
	Miscellaneous	92,250	595,247	687,497
	Interest on Investments	85,000	105,382	190,382
	FEMA/Insurance Reimbursement	0	0	0
	Total Sewer Fund Revenue	\$25,326,581	\$643,439	\$25,970,020
D.	<u>Gas Fund</u>			
	Rates & Charges	\$44,517,551	(\$3,118,580)	\$41,398,971
	Fees & Charges	182,000	(13,901)	168,099
	Miscellaneous	75,046	719,873	794,919
	Interest on Investments	100,000	260,135	360,135
	Transfer from Rate Stabilization	2,400,000	(2,400,000)	0
	Total Gas Fund Revenue	\$47,274,597	(\$4,552,473)	\$42,722,124
	Total Revenues	<u>\$294,532,670</u>	<u>(\$4,861,016)</u>	<u>\$289,671,654</u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2023 and ending on June 30, 2024, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$194,971,364	(\$1,506,410)	\$193,464,954
Water Fund	26,960,128	554,428	27,514,556
Sewer Fund	25,326,581	643,439	25,970,020
Gas Fund	47,274,597	(4,552,473)	42,722,124
Total Expenditures	<u>\$294,532,670</u>	<u>(\$4,861,016)</u>	<u>\$289,671,654</u>

Section III. Capital Projects. The following Capital Project Budgets previously established are hereby amended.

(a) The revenues anticipated to be available to complete the projects are amended as follows.

<u>Line #</u>	<u>Revenue Description</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
1	Proceeds from long-term debt	\$11,000,000	(\$3,949,350)	\$7,050,650
2	Capital projects fund balance	744,000	4,144,350	4,888,350
3	System development fees	0	500,000	500,000
4		<u>\$11,744,000</u>	<u>\$695,000</u>	<u>\$12,439,000</u>

(b) The amounts appropriated for the projects are amended as follows:

<u>Project Description</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
5 ECP10244 Hudson's Crossroads Substation	\$4,000,000	\$0	\$4,000,000
6 ECP10261 Community Solar Project	1,500,000	195,000	1,695,000
7 WCP10033 Water Treatment Plant Riverbank Stabilization	1,500,000	0	1,500,000
8 WCP10040 Water Treatment Plant Lab Upgrades	1,000,000	0	1,000,000
9 SCP10235 Duplex Pump Station Improvements	500,000	500,000	1,000,000
10 SCP10244 Sewer System Extensions Phase I	3,244,000	0	3,244,000
11	<u>\$11,744,000</u>	<u>\$695,000</u>	<u>\$12,439,000</u>

(c) The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IV. Amendments.

(a) Pursuant to General Statutes 159-15, these budgets may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as the expenditure(s) is/are reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 10th day of June, 2024.

P. J. Connelly, Mayor

Attest:

Valerie Shiuwegar, City Clerk

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

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

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

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

WHEREAS, the Additional Improvements consist of a community solar project, substation, riverbank stabilization, lab upgrades, pump station improvements, and sewer system extensions; and

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

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

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

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

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$12,439,000.

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

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

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

Adopted this the 10th day of June, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar
City Clerk

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

Ayes: _____
_____.

Noes: _____.

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 10, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this 10th day of June, 2024.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Contract with The Ferguson Group for FY 2024-2025

Explanation: The City of Greenville has worked with The Ferguson Group, a lobbying firm in Washington, DC, for lobbying services since 2002. The Ferguson Group assists with identifying and securing federal grant funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City.

Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation (I 587), the Green Mill Run stream restoration project, Police Wireless Technology Grants, and various grant programs essential to the City of Greenville. The Ferguson Group also assisted in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center, and Town Creek Culvert projects and was instrumental in the City's receipt of the BUILD Grant.

The Ferguson Group also provided guidance on the CARES Act funding and the Coronavirus State and Local Fiscal Recovery Fund. Additionally, The Ferguson Group works with City and Congressional staff to develop projects for submittal through the appropriations process and the transportation authorization process.

The current contract with The Ferguson Group expires on June 30, 2024. Attached for City Council's consideration is a contract with The Ferguson Group for one year, beginning July 1, 2024, and expiring on June 30, 2025.

Fiscal Note: The contract is a 12-month contract with a \$6,300 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$3,000, for a total maximum cost of \$78,600. If approved by City Council, the contract will be effective July 1, 2024 through June 30, 2025. Funds are included in the proposed FY 2025 budget to cover the contract costs.

Recommendation: Approve the contract with The Ferguson Group for the period July 1, 2024 through June 30, 2025.

ATTACHMENTS

[COG-1194732-Contract_with_The_Ferguson_Group_for_FY_2024-2025.pdf](#)



AGREEMENT FOR CONTRACTOR SERVICES
LOBBYING SERVICES

THIS AGREEMENT (“Agreement”) made and entered into on this date _____, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”) and THE FERGUSON GROUP, L.L.C. (WASHINGTON, D.C.), a District of Columbia limited liability corporation duly authorized to conduct business in the State of North Carolina, with a principal office located at 1901 Pennsylvania Avenue, N.W., Suite 700, Washington, DC 20006, (hereinafter referred to as “TFG”);

W I T N E S S E T H:

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

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

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

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and the TFG for TFG to provide lobbying services as included herein on behalf of the CITY. The TFG and CITY will collaborate throughout the term of this Agreement and fulfill the following roles and responsibilities:

A. TFG will:

- i) Act as the Washington Representative to the CITY in Washington, D.C.;
- ii) Represent the CITY regarding legislative and regulatory matters impacting the CITY specifically;
- iii) Confer with the CITY and its designees at the times and places mutually agreed to by the CITY and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the CITY to make the best use of federal program resources;
- iv) Coordinate with the CITY and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- v) Review federal legislation under consideration, federal executive proposals, proposed

- administrative rules and regulations, and other federal developments for the purpose of advising the CITY of those items that may have a bearing on the client's policies or programs;
- vi) Notify the CITY of opportunities for federal funding and relay information necessary for securing those funds;
 - vii) Secure and furnish such detailed information as may be available on federal issues in which the CITY indicates an interest;
 - viii) Review and comment on proposals of the CITY, which are being prepared for submission to federal agencies, when requested to do so by the CITY;
 - ix) Identify, develop, and cultivate ongoing relationships with key congressional officials and staff members;
 - x) Assist the congressional delegation in any matter that is in the best interest of the CITY and in the same manner as any other member of the CITY's staff might render assistance;
 - xi) Counsel with the CITY and prepare briefing materials and/or conduct briefings for the CITY's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other CITY business, or attend national conferences;
 - xii) Review and assist in developing the CITY's Federal Agenda;
 - xiii) Consult the CITY's elected officials and local staff on federal legislative affairs;
 - xiv) Alert the CITY to relevant federal and foundation competitive grant opportunities;
 - xv) Cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the CITY's ability to obtain competitive grants;
 - xvi) Arrange appointments (and accommodations when requested) for the CITY's officials to facilitate the efficient and effective performance of the CITY's business while in Washington, D.C.; and
 - xvii) Submit periodic reports providing the latest information on issues of interest to the CITY.

B. CITY will:

- i) Advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- ii) Supply TFG with a summary of all federal issues in which the CITY has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments; and
- iii) Supply TFG with copies of budgets, planning documents, and regular reports of the CITY's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the CITY's policies and programs.

2. RELATIONSHIP OF PARTIES. The CITY and TFG agree that TFG shall not represent itself as an officer, agent or employee of the CITY for any purposes. TFG has or will secure at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. TFG agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.

3. **PAYMENT.** For and in consideration of the services to be provided by TFG, as described in Section 1 of this Agreement, upon approval of the appropriation and expenditure by the City Council of the City of Greenville, the CITY will provide payment up to \$75,600 (Seventy-Five Thousand Six Hundred Dollars and Zero Cents) to TFG. This amount will be paid in intervals of \$6,300 (Six Thousand Three Hundred Dollars and Zero Cents) per month after submission of an invoice and supporting documentation by TFG.

Upon receipt of an invoice and appropriate supporting documentation by the CITY, the invoice will be payable within thirty (30) days from receipt. The CITY does not agree to the payment of late charges or finance charges assessed by TFG for any reason.

TFG shall pay subcontractors for work performed within seven (7) days after TFG 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 TFG and the CITY may suspend work until the subcontractor is paid.

CITY shall also reimburse TFG for the following expenses, which are not to exceed \$3,000 (Three Thousand Dollars and Zero cents) annually:

- i. All travel expenses incurred in the representation of the CITY regarding legislative and regulatory matters impacting the City specifically;
- ii. All travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the CITY;
- iii. All incidental Washington expenses incurred in the course of conducting the CITY's business;
- iv. All long-distance telephone expenses; and
- v. Cost of document production.

The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by TFG to comply with any of the provisions of this Agreement.

4. **EXCLUSIONS.** TFG will not do any of the following:
- a) Represent the CITY before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; or
 - b) Perform any legal, engineering, accounting or other similar professional services.
5. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year ("Term") according to the CITY's fiscal calendar, beginning July 1, 2024 and ending June 30, 2025, unless earlier terminated herein. TFG shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.
6. **NON-APPROPRIATION OF FUNDS.** TFG 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 TFG, at the earliest possible date, CITY may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY's budget, funding or financial resources. Such termination is in addition to the CITY's rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.
7. **INSURANCE:**
TFG agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

Vendor Name: The Ferguson Group

Vendor Number: 5998

Contract # _____

a. Commercial General Liability:

Limits:

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

b. Commercial Automobile Liability:

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

c. Cancellation:

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

d. Proof of Carriages:

- i. **TFG** shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

8. NOTICE.

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

TO THE CITY:

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

Vendor Name: The Ferguson Group

Vendor Number: 5998

Contract # _____

WITH COPY TO: CITY ATTORNEY

TO THE TFG:

The Ferguson Group, L.L.C. (Washington D.C.)
1901 Pennsylvania Avenue, N.W. Suite 700
Washington, DC 20006

WITH COPY TO:

Registered Agents, Inc.
4030 Wake Forrest Road, Ste 349
Raleigh, NC 27609

9. **TERMINATION.** Either TFG or the CITY may terminate this Agreement at any time by giving the other at least thirty (30) days' written notice of such termination.
10. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. TFG attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
11. **TITLE VI NONDISCRIMINATION.** TFG, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix A 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.
12. **E-VERIFY.** TFG shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if TFG utilizes a Subcontractor, TFG shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. TFG represents that TFG and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
13. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the CITY and TFG.
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 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.
15. **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.
16. **ASSIGNMENT.** There shall be no assignment, subletting or transfer of the interest (including payments) of TFG in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, TFG and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of TFG's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting TFG the right to assign, it is agreed that the duties of TFG that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.
17. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS.**

- a) To the maximum extent allowed by law, TFG shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of TFG or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection “a,” TFG shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to CITY.
- b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within “Charges” are interest and reasonable attorneys' fees assessed as part of any such item). “Indemnitees” means CITY and its officers, officials, independent contractors, agents, and employees, excluding TFG.
- c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to TFG, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from TFG’s activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. TFG shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- f) TFG will promptly notify the CITY of any Civil or Criminal Actions filed against TFG 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.

18. **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.

19. CONFLICT OF INTEREST.

- a) TFG is aware of the conflict of interest laws of the CITY (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b) TFG 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. TFG 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 TFG, its employees or associated persons or entities shall be disclosed to the CITY.
- c) TFG 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) TFG shall make any such disclosure to the CITY in writing and immediately upon TFG's discovery of such possible conflict. The CITY's determination regarding the possible conflict of interest shall be binding on all parties.
- e) No employee, agent, contractor, elected official or appointed official of the CITY, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or TFG, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

20. **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.

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

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

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

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

Vendor Name: The Ferguson Group

Vendor Number: 5998

Contract # _____

25. **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.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
27. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and TFG and not any other person.
28. **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.
29. **E-SIGNATURE AUTHORITY.** The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK

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

THE FERGUSON GROUP, L.L.C. (WASHINGTON, D.C.)

By: _____

Title: _____

CITY OF GREENVILLE

By: _____

Title: _____

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date: _____
Jacob Joyner, Director of Financial Services

Account Number: 010-01-05-00-000-000-521500

Project Code (if applicable): N/A

APPENDIX 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.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination 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, North Carolina

Meeting Date: 06/10/2024

Title of Item: Pitt County Arts Council at Emerge Fiscal Year 2024-25 Contract for Services

Explanation: One of City Council's adopted strategic goals is to Expand Artistic, Cultural and Recreational Opportunities for our community. The City's partnership with the Pitt County Arts Council at Emerge serves as a strategic priority used to move this Council goal forward. The FY 2024-25 Contract for Services between the City and the Arts Council includes a work plan centered around tasks that work toward achieving this goal. The following are the priorities included in the work plan for FY 2024-25:

- Arts Administration and Civic Arts Facilitation
- Public Art Program
- SmART City Program: The Emerald Loop

The following is a summary of the key components for each of the priorities identified:

Arts Administration and Civic Arts Facilitation

- Continue as the Civic Arts Facilitator for the City, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific nonscheduled projects that the City requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art.
- Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The Arts Council will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
- Manage the call for artists for the rotating art for the City as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, and honorarium.
- Research and plan to implement, in partnership with the City of Greenville, a Multicultural Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- Oversee Arts District planning for the Emerald Arts District, including

collaborating with the First Friday ArtWalk, and district-wide programming.

- Serve as a representative on the African American Cultural Trail Committee.
- Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County.
- Conduct the Greenville-Pitt County Americans for the Arts Economic Impact of the Arts Study.
- Present to City Council any planned public arts projects on City of Greenville property

Public Art Program

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.
- A new piece of public art in the Greenville City limits, or preparation for a public art project if the funding is combined to the next year.
- Administration of the Public Art conservation and maintenance fund.

SmART City Program: The Emerald Loop

- Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising.
- Oversee any private and other public grant funds dedicated to the Emerald Loop project.
- Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
- Coordinate the planning and implementation of the Emerald Loop Public Art Projects.

The contract for FY 2024-25 provides for a list of deliverable projects based on the priorities listed above. The following is a summary of the projects as included in the contract:

- DownEast Sculpture Exhibition rotation implemented
- New location in Greenville determined for DownEast Sculpture Exhibition
- Greenway Public Art maintained
- Dave Mirra Sculpture at Jaycee Park installed and dedicated
- New public art project in conjunction with Youth Public Arts Program planned
- Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.
- Brightspeed radio tower lighting implemented
- Emerald Express Trolley rentals and promotion for First Friday ArtWalks.
- Continue to embellish the Emerald Express.
- Designs for intersection murals for Reade/Dickinson and 3 on 5th Street

- Possible implementation of intersection murals after street improvements.
- Continued plans for the design of Emerald Express Trolley Stops and 2 other Sheltered Benches.
- Continued planning for possible artwork in coordination with the BUILD project on West 5th Street and Dickinson Avenue.
- Planning for additional public art on the Emerald Loop Route.

Fiscal Note:

The cost of the contract is \$100,000 for Fiscal Year 2024-25. The cost of the contract is included in the Fiscal Year 2024-25 Budget.

Recommendation:

Approve the Fiscal Year 2024-25 Contract for Services and authorize the City Manager to execute the Contract with the Pitt County Arts Council at Emerge

ATTACHMENTS

[COG-#1194950-v1-Arts_Council_Contract_2024-25.pdf](#)

Vendor Name: Emerge Gallery & Art Center DBA
Pitt County Arts Council at Emerge

Vendor Number: _____

Contract # _____



AGREEMENT FOR CONTRACTOR SERVICES
PUBLIC ARTS SERVICES

THIS AGREEMENT (“Agreement”) made and entered into on this date _____, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “CITY”) and EMERGE GALLERY & ART CENTER DBA PITT COUNTY ARTS COUNCIL AT EMERGE, a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 404 Evans Street, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as “ARTS COUNCIL”);

WITNESSETH:

WHEREAS, enhancing the quality of life in Pitt County by promoting artists and art organizations, educating through the arts, and making the arts accessible to the entire community is beneficial to all residents of the City of Greenville and the County of Pitt; and

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

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

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

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and the ARTS COUNCIL to the publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL, assist in promoting the arts to business and residents as an economic driver, and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent

Vendor Name: Emerge Gallery & Art Center DBA
Pitt County Arts Council at Emerge

Vendor Number: _____

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organization for the arts. The ARTS COUNCIL will collaborate with the CITY's planning efforts to improve the quality of life in Greenville. ARTS COUNCIL shall use any approved appropriation and expenditure in carrying out these services during the subject fiscal year in which funds are appropriated. More specifically, the ARTS COUNCIL affirmatively represents it shall provide program services that must fulfill a public purpose related to same through the following activities:

- a) **Arts Administration and Civic Art Facilitation:** The ARTS COUNCIL will continue to serve the CITY by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$40,000):
 - i) Develop, promote and support the arts in the CITY.
 - ii) Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
 - iii) Partner and plan with stakeholders and the CITY to ensure that the arts are a part of future development, streetscapes, and plans within the community.
 - iv) Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific non-scheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art component.
 - v) Seek additional funding for public art and arts programming throughout Greenville.
 - vi) Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium and installation.
 - vii) Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
 - viii) Plan and implement, in partnership with the CITY, the Mosaic Multicultural Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
 - ix) Plan and implement, in partnership with the CITY the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
 - x) Co-coordinate with the Convention and Visitors Bureau the First Friday ArtWalks, in partnership with the CITY coordinating the Emerald Express Trolley rides to enhance the economic development of our downtown district.
 - xi) Oversee Arts District planning for the Emerald Arts District, including

Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge

Vendor Name: Emerge Gallery & Art Center DBA
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collaborating with the First Friday ArtWalks and district-wide programming.

- xii) Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County.
- xiii) Serve as a representative on the African American Cultural Trail.
- xiv) Oversee and implement the monthly Arts Organizations meeting with all organizations who do arts and cultural programming in Greenville and Pitt County.
- xv) Promote the Greenville-Pitt County Americans for the Arts Economic Impact of the Arts Study.
- xvi) Present to City Council any planned public art projects on CITY property.

Deliverables:

- An annual work plan will be presented to the City Council for scheduled public art projects on public property as included in Appendix A.
- ARTS COUNCIL shall submit a presentation and sketch of each public art project (“project”) on public property to the City Council.
- An annual report will be presented to the CITY Administration showing the success of the items listed above.

b) **Public Art Program:** The ARTS COUNCIL will oversee the Public Art Program for the CITY (\$20,000):

- i) \$10,000 for the “rental” of five to six sculptures located in the Uptown area, several locations along the Greenway, and another location within CITY limits.
- ii) \$8,000 toward a public art piece (i.e. mural or sculpture) or toward the Public Art Fund for a larger project another year.
- iii) \$2,000 toward the Public Art conservation and maintenance fund administered by the ARTS COUNCIL.

Deliverables:

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.
- A new piece of public art in the Greenville CITY limits, or preparation for a public art project if the funding is combined to the next year.
- Administration of the Public Art conservation and maintenance fund.

Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge

Vendor Name: Emerge Gallery & Art Center DBA
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Vendor Number: _____

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- ARTS COUNCIL shall submit a final sketch of each public art project (“project”) on public property to the City Council.
- c) **SmART CITY Program - The Emerald Loop:** The ARTS COUNCIL will oversee and administer the Emerald Loop project in coordination with the CITY. The Emerald Loop is a multimodal urban arts trail that will connect Greenville’s cultural gems including our artistic and cultural assets, diverse communities, and bring economic development to our Center CITY spurring tourism for our visitors and quality of life for our residents (\$40,000):
- i) Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising.
 - ii) Oversee any private and other public grant funds dedicated to the Emerald Loop project.
 - iii) Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
 - iv) Coordinate the planning and implementation of the Emerald Loop Public Art Projects as included in Appendix B.

Deliverables:

- An annual report will be submitted to CITY Administration.
 - ARTS COUNCIL shall submit a final sketch of each public art project (“project”) on public property to the City Council.
2. **RELATIONSHIP OF PARTIES.** The CITY and ARTS COUNCIL agree that the ARTS COUNCIL shall not represent itself as an officer, agent or employee of the CITY for any purposes. The ARTS COUNCIL has or will secure at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. The ARTS COUNCIL agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.
3. **PAYMENT.** For and in consideration of the services to be provided by the ARTS COUNCIL, as described in Section 1 of this Agreement, upon notice, a public hearing, and approval of the appropriation and expenditure by the City Council of the CITY of Greenville, the CITY will provide a payment up to \$100,000 (One Hundred Thousand Dollars and Zero Cents) to the ARTS COUNCIL, broken down as follows:

Vendor Name: Emerge Gallery & Art Center DBA
Pitt County Arts Council at Emerge

Vendor Number: _____

Contract # _____

\$40,000: Administrative and Civic Art Facilitator Services
\$20,000: Public Art Program
\$40,000: SmART City Grant Match for Emerald Loop
\$100,000: TOTAL

The maximum amount to be paid by the CITY under this Agreement shall be based upon the CITY Funds available for the subject fiscal year. The payments up to \$100,000 will be made quarterly, in equal installments, upon submission of an invoice and supporting documentation by the ARTS COUNCIL. The CITY shall not be obligated to pay the ARTS COUNCIL any payments, fees, expenses, or compensation other than those authorized by this section. The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by the ARTS COUNCIL to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The CITY Manager or their designee shall have the authority to decide on behalf of the CITY whether the ARTS COUNCIL has complied with this Agreement, including any attachments.

4. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year (“Term”) according to the CITY’s fiscal calendar, beginning July 1, 2024 and ending June 30, 2025, unless earlier terminated herein. ARTS COUNCIL shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.

5. **REPORTING.**

- a) In addition to other reporting requirements included herein, if requested in writing by the CITY with reasonable notice to the ARTS COUNCIL, the ARTS COUNCIL shall in make all of the requested information available for inspection and audit by the CITY at any time during workdays of the CITY.
- b) Additionally, the ARTS COUNCIL will allow the CITY’s Finance Director access to the records and information requested and will facilitate a review of the accounting and program operations as may be required. The CITY will have the right to conduct site visits within one (1) week of a request to do so.
- c) The ARTS COUNCIL shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
- d) Upon request, oral or written, of any member of the public, ARTS COUNCIL shall provide a copy of its latest annual financial statement of its operations, which includes an account of all CITY Funds received from the CITY under this Agreement and all expenditures made from CITY funds.

Vendor Name: Emerge Gallery & Art Center DBA
Pitt County Arts Council at Emerge

Vendor Number: _____

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e) Material non-compliance with this section may be deemed a material breach of this Agreement.

6. **NON-APPROPRIATION OF FUNDS.** The ARTS COUNCIL 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 ARTS COUNCIL, at the earliest possible date, CITY may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY's budget, funding or financial resources. Such termination is in addition to the CITY's rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.

7. **INSURANCE:**

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

a. **Commercial General Liability:**

Limits:

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

b. **Commercial Automobile Liability:**

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

c. **Cancellation:**

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

d. **Proof of Carriages:**

- i. The ARTS COUNCIL shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

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8. NOTICE.

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

TO THE CITY:

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

WITH COPY TO: CITY ATTORNEY

TO THE ARTS COUNCIL:

Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge
404 Evans Street
Greenville, NC 27858
Attn: Executive Director

9. **REPAYMENT OF FUNDS.** The ARTS COUNCIL shall only use public funds for public purposes and shall repay to the CITY the full amount of any CITY Funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the CITY within sixty (60) days of written notice.

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10. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term.

11. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The ARTS COUNCIL attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

12. **TITLE VI NON-DISCRIMINATION.** ARTS COUNCIL, its assignees and successors in interest, agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Appendix 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.

13. **E-VERIFY.** The ARTS COUNCIL shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the ARTS COUNCIL utilizes a Subcontractor, the ARTS COUNCIL shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The ARTS COUNCIL represents that the ARTS COUNCIL and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

14. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the CITY and ARTS COUNCIL.

15. **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 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.

16. **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.

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Pitt County Arts Council at Emerge

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

18. INDEMNITY AND HOLD HARMLESS REQUIREMENTS.

- a) To the maximum extent allowed by law, the ARTS COUNCIL shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of the ARTS COUNCIL or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," the ARTS COUNCIL shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to CITY.
- b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" means CITY and its officers, officials, independent contractors, agents, and employees, excluding the ARTS COUNCIL.
- c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the CITY that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to the ARTS COUNCIL, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the ARTS COUNCIL's activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. The ARTS COUNCIL shall assume full and complete

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liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.

- f) ARTS COUNCIL will promptly notify the CITY of any Civil or Criminal Actions filed against the ARTS COUNCIL 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.

19. 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.

20. CONFLICT OF INTEREST.

- a) ARTS COUNCIL is aware of the conflict of interest laws of the CITY (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b) ARTS COUNCIL 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. ARTS COUNCIL 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 ARTS COUNCIL, its employees or associated persons or entities shall be disclosed to the CITY.
- c) ARTS COUNCIL shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards

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for procurement.

- d) ARTS COUNCIL shall make any such disclosure to the CITY in writing and immediately upon the ARTS COUNCIL's discovery of such possible conflict. The CITY's determination regarding the possible conflict of interest shall be binding on all parties.
- e) No employee, agent, contractor, elected official or appointed official of the CITY, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or ARTS COUNCIL, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

21. **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.

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

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

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

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

Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge

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

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

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

29. **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.

30. **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

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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 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.

PITT COUNTY ARTS COUNCIL AT EMERGE

By: _____

Title: _____

CITY OF GREENVILLE

By: _____

Title: _____

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date: _____
Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

APPENDIX A

The following is the Civic Arts Work Plan art projects in the CITY of Greenville public spaces for Fiscal Year 2024-25:

1. DownEast Sculpture Exhibition rotation implemented
2. New location in Greenville determined for DownEast Sculpture Exhibition
3. Greenway Public Art maintained
4. Dave Mirra Sculpture at Jaycee Park installed and dedicated
5. New public art project in conjunction with Youth Public Arts Program planned
6. Emerald Loop Public Art Projects (See Appendix B)

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

APPENDIX B

The following is the Emerald Loop Work Plan art projects in the CITY of Greenville public spaces for Fiscal Year 2024-2025:

1. Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.
2. Brightspeed radio tower lighting implemented
3. Emerald Express Trolley rentals and promotion for First Friday ArtWalks.
4. Continue to embellish the Emerald Express.
5. Designs for Intersection Murals for Reade/Dickinson, and 3 on 5th Street.
6. Possible Implementation of Intersection Murals after street improvements.
7. Continued plans for the design of Emerald Express Trolley Stops and 2 other Sheltered Benches.
8. Continued planning for possible artwork in coordination with the BUILD project on West 5th Street and Dickinson Avenue.
9. Planning for additional public art on the Emerald Loop Route.

Request to add additional projects to the Emerald Loop Implementation Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

APPENDIX 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 (5) incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (a) (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination (b) prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. (6)

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

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

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

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

cancelling, terminating, or suspending a contract, in whole or in part.

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

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

Pertinent Nondiscrimination Authorities

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

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

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

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

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

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

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

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



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Contract award for the 2024 Stormwater Repairs Project and approval of Task Order #6 for Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract

Explanation: The 2024 Stormwater Repairs Project was advertised for bids on April 23, 2024, with the bid opening scheduled for May 14, 2024. Only one bid was received. Per State statute, staff scheduled a second bid opening for May 22, 2024.

Two bids were received at the second bid opening. Trader Construction Company was the lowest responsible, responsive bidder in the amount of \$1,112,205.00.

The contract provides for repairs and replacement of stormwater pipes, as well as cast in place lining and maintenance of underground existing pipe systems in Greenville. A bid summary (attachment 1) and list of the project locations to be completed (attachment 2) are attached.

Task Order #6 under the City's CEI and CMT On-Call Contract with TranSystems provides inspection and materials testing services for the 2024 Stormwater Repairs Project. The estimated cost for this task order is \$193,220.

Fiscal Note: The proposed budget for the 2024 Stormwater Repairs Project, including a 15% contingency, is \$1,279,035.75 and the contract amount for Task Order #6 is \$193,220.00. Both contracts will be funded through the Stormwater Utility Fund as approved by City Council.

Recommendation: City Council award the contract for the 2024 Stormwater Repairs Project to Trader Construction Company of New Bern, NC for the base bid plus contingency in the amount of \$1,279,035.75 and approve Task Order #6 under the on-call contract with TranSystems in the amount of \$193,220.00.

ATTACHMENTS

- [2024 Stormwater Repairs Project Bid Summary Attachment 1.pdf](#)
- [2024 Stormwater Repairs Street List Attachemnt 2.pdf](#)

2024 Stormwater Repairs Contract

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: May 22, 2024 @ 10:00 a.m.

<i>Contractor</i>	<i>Rec'd Addendums 1 & 2</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid / Alternates</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Crumb Construction	X		X		X		X		Base Bid: \$1,165,182.90
Trader Construction Company	X		X		X		X		Base Bid: \$1,112,205.00

Attachment 2

2024 Stormwater Repairs Project Street List

Base Bid:

Hooker Rd.

West 3rd St.

Cemetery Rd.

Quarterpath Dr.

Maple St.

John Hopkins Dr.

Woodwind Dr.

Alternates:

South Woodlawn Ave.

Summer Pl.

East Rountree Dr.

North Overlook Dr.

Edgewood Ct.

Courthouse Sq.

Shiloh Dr.

Melody Ln.

Wyneston Rd.

Lawrence St.



City of Greenville, North Carolina

Meeting Date: 06/10/2024

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>
Little, Cory Alan	Registered Motor Vehicle	496.19
Edwards, Vickie Allen	Registered Motor Vehicle	393.42
Tripp, Graydon Williamson	Registered Motor Vehicle	369.01
Scott, Cecelia Elizabeth	Registered Motor Vehicle	347.10
Jones, Kenneth Wayne	Registered Motor Vehicle	277.01
Terry Ng CPA PLLC	Registered Motor Vehicle	275.77
Spruill, Reshonda Marquita	Registered Motor Vehicle	260.45
Bullock, Randy Odell	Registered Motor Vehicle	254.67
Moses, Kevin Leander	Registered Motor Vehicle	230.53
Jones, Margaret Lewis	Registered Motor Vehicle	214.87
Johnson, Erika Katherine	Registered Motor Vehicle	211.03
Sutton, Gordon Lee	Registered Motor Vehicle	203.32
Food, Global Soul Inc	Registered Motor Vehicle	190.94
Bailey, Eddie Everette	Registered Motor Vehicle	190.08
Russell, Paul Stephen	Registered Motor Vehicle	169.74
Forehand, David Richard	Registered Motor Vehicle	143.11
Furr, Albert Eugene Jr	Registered Motor Vehicle	136.55
Spruill, Wilma Brown	Registered Motor Vehicle	135.88
Eagan, Sheena Marie	Registered Motor Vehicle	135.67
Joyner, Beverly Koren	Registered Motor Vehicle	131.06
Carlyle, Carolyn Holder	Registered Motor Vehicle	123.67

Duenas, Raymond Mendiola	Registered Motor Vehicle	122.63
Britt, Trenton Daniel	Registered Motor Vehicle	119.63
Sapkota, Jhapendra	Registered Motor Vehicle	118.71
Freeman, Gerald Martice	Registered Motor Vehicle	117.89
Tyer, Edward Junior	Registered Motor Vehicle	117.16
Pittman, Johnny Allan Jr	Registered Motor Vehicle	109.02
Harrell, Robert Earl	Registered Motor Vehicle	104.86
Millaway, Jennifer Denise	Registered Motor Vehicle	102.32
Walker, James Reeve Jr	Registered Motor Vehicle	102.02
Forehand, David Richard	Individual Property Taxes	869.06

Fiscal Note: The total amount refunded is \$6,773.37

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Public Hearing on the Proposed Fiscal Year 2024-25 City of Greenville Budgets Including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, Greenville Utilities Commission and a Public Hearing to be Held Concurrently on Proposed Stormwater Management Utility Rate Increase

Explanation: Attached are the Fiscal Year 2024-25 Proposed City of Greenville and Greenville Utilities Commission Budget Ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority.

It should be noted that the required public hearing on the proposed stormwater management utility rate increase will be held concurrently with the public hearing on the proposed Fiscal Year 2024-25 budgets as authorized by North Carolina General Statute 160A-314.

The following is a summary of changes that have been made to the 2024-25 Proposed Budget based on Council motions adopted at the May, 2024 Council meetings:

- Additional \$200 thousand to Public Safety Pay Adjustments
- Additional \$95 thousand towards hiring a full-time Sustainability Coordinator
- Reflects a Proposed Property Tax Rate of 39.54 cents to fund the additional changes to the budget.

The attached ordinances are submitted for consideration at the City Council's June 10, 2024 meeting.

Fiscal Note: The City of Greenville Fiscal Year 2024-25 budget ordinance for the City's operating funds provides revenues and appropriations for the following:

General	\$112,819,004
Debt Service	7,368,819
Public Transportation (Transit)	5,094,474
Fleet Maintenance	6,523,088
Sanitation	9,492,950

Stormwater Utility	13,514,558
Housing	1,975,598
Health	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000

The City of Greenville's Fiscal Year 2024-25 budget ordinance also includes revenues and appropriations for Sheppard Memorial Library and Pitt-Greenville Convention and Visitors Authority as follows:

Sheppard Memorial Library Fund	3,233,591
Pitt-Greenville Convention & Visitors Authority	2,055,832

The Greenville Utilities Commission's Fiscal Year 2024-25 budget ordinance provides revenues and appropriations for the following:

Operating Revenues	302,227,045
--------------------	-------------

Recommendation: Receive staff presentations and conduct a public hearing on the proposed budgets for Fiscal Year 2024-25, including the concurrent public hearing on the stormwater management utility rate increase.

ATTACHMENTS

- [FY2024-25 Budget Public Hearing.pdf](#)
- [2025 Draft Budget Charts.pdf](#)
- [COG 2025 Budget Ordinance.XLSX](#)
- [GUC Budget Packet 24-25 May City Council.pdf](#)
- [Manual of Fees Effective July 1 2024.pdf](#)



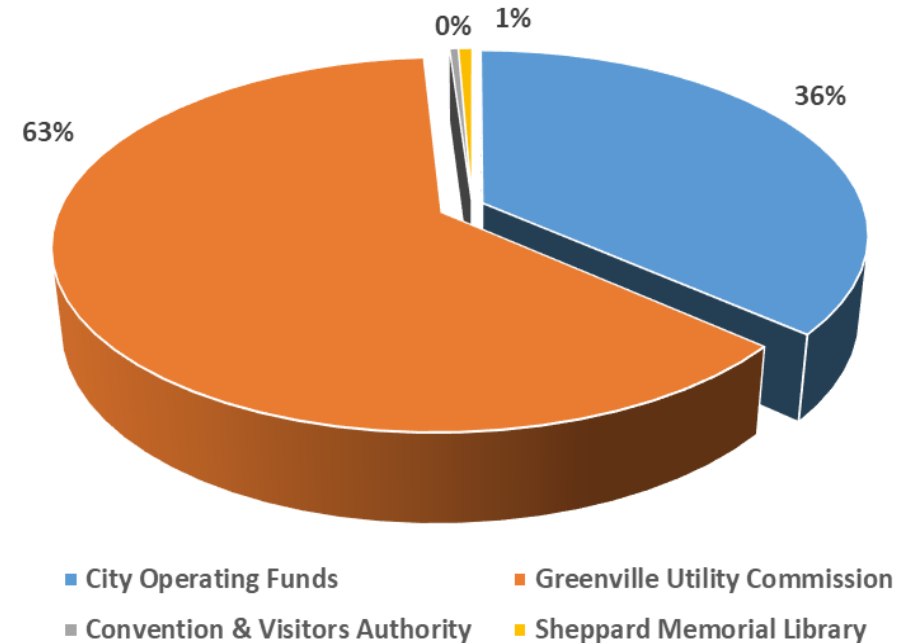
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FISCAL YEAR 2024-25
PROPOSED BUDGET PUBLIC HEARING



CITY OF GREENVILLE FY2024-25 PROPOSED BUDGET ALL FUNDS

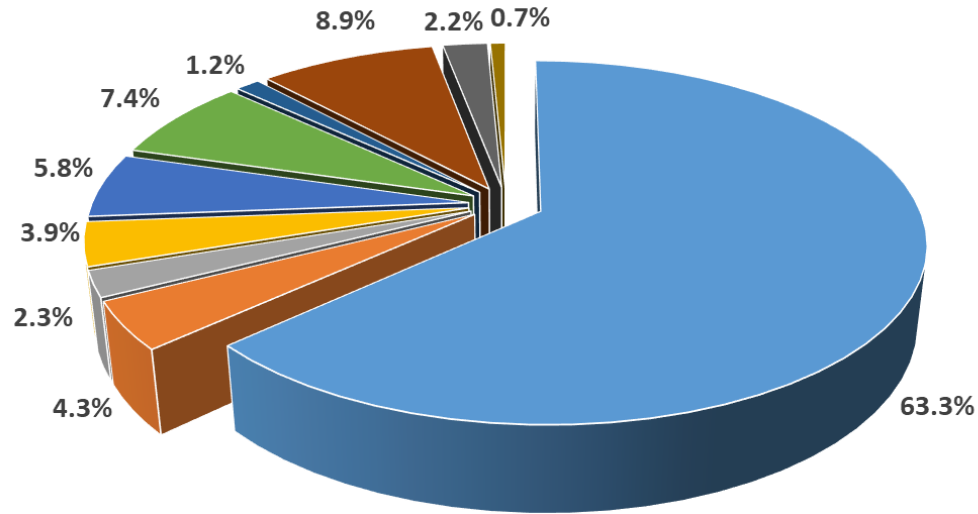
	Budget FY2024-25
City Operating Funds	\$ 175,966,285
Greenville Utility Commission	302,227,045
Convention & Visitors Authority	2,055,832
Sheppard Memorial Library	3,233,591
Total All Funds	<u>\$ 483,482,753</u>





CITY OF GREENVILLE FY2024-25 PROPOSED BUDGET CITY OPERATING FUND OVERVIEW

64% of Operating Funds



- General
- Debt Service
- Transit
- Fleet Maintenance
- Sanitation
- Stormwater
- Housing Fund
- Health Insurance
- Vehicle Replacement
- Facilities Improvement

	Budget FY2024-25
General	\$ 112,819,004
Debt Service	7,368,819
Transit	5,094,474
Fleet Maintenance	6,523,088
Sanitation	9,492,950
Stormwater	13,514,558
Housing Fund	1,975,598
Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total All Funds	\$ 175,966,285



CITY OF GREENVILLE FY2024-25 BUDGET HIGHLIGHTS

The 2024-25 Proposed Budget is a Strong Reflection of the City's Mission:

To Provide All Citizens With High-Quality Services in an Open, Inclusive, Professional Manner, Ensuring a Community of Excellence Now and in the Future.



CITY OF GREENVILLE

FY2024-25 BUDGET HIGHLIGHTS

- Reduces the Property Tax Rate to 39.54¢ from 48.95¢
- Appropriates 85% of all General Fund Revenues into Core Public Service Areas
- Invests Over 65% of the General Fund Into the City of Greenville Employees
- Provides for an Average 4.0% Wage Increase for Employees
- Adjusts the City's Pay Plan Structure by 2.6%
- Provides 401(k) Employer Contribution of 3% per Pay Period
- Provides for the Creation of a Community Engagement Coordinator
- Provides for \$3.05 Million in Annual Funding for the Pavement Mgmt Program
- Provides \$4.25 Million in Pay-As-You-Go Funding for Capital Projects



CITY OF GREENVILLE

FY2024-25 BUDGET HIGHLIGHTS

- Continues the Stormwater Utility Plan Approved by Council in April, 2019
- Provides for \$250 Thousand in Funding for Pedestrian Safety Projects
- Provides \$80 Thousand in Funding to Support the Housing Needs for Individuals Recovering From Substance Abuse
- Provides for \$700 Thousand in Public Safety Pay Adjustment
- Provides for 6.0 New Fire / EMS Employees
- Provides for an Additional Fire Marshal Position
- Provides for \$100 Thousand in New ADA Funding
- Provides for \$100 Thousand in New Funding for Sidewalk Expansions



CITY OF GREENVILLE

FY2024-25 BUDGET HIGHLIGHTS

- Provides \$375 Thousand in Local Funding to Support the CDBG / Housing Program
- Provides \$40 Thousand in Funding for R&P Community Outreach
- Includes \$500 Thousand for City-Wide Economic Development Partnership
- Provides \$200 Thousand in Funding for Existing and Future Job Creation
- Provides \$20 Thousand in Funding of the City's Facade Improvement Grant Program
- Provides \$20 Thousand in Funding for Skills Training
- Provides \$115 Thousand in Total Funding for the Downtown Greenville Partnership and Greenville Pitt County Chamber of Commerce
- Expands the Hours of Operations of the Transit System



CITY OF GREENVILLE

FY2024-25 BUDGET HIGHLIGHTS

- Provides for the Addition of a Full-Time Sustainability Coordinator Position
- Includes \$600 Thousand in Funding to Enhance Beautification of the City
- Provides for the Completion of the City's New Gateway Sign
- Includes \$100 Thousand in Funding for the Pitt County Arts Council at Emerge
- Converts Two Part Time Positions to Full Time to Support Special Events and Art Programming
- Provides Funding and Support for Over 50 Community Events
- Provides for Coordinating a Community Task Force to Explore the Potential for a Future Sports Complex in the Greenville / Pitt County



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PROPOSED 2024-25 BUDGET
GENERAL FUND BUDGET

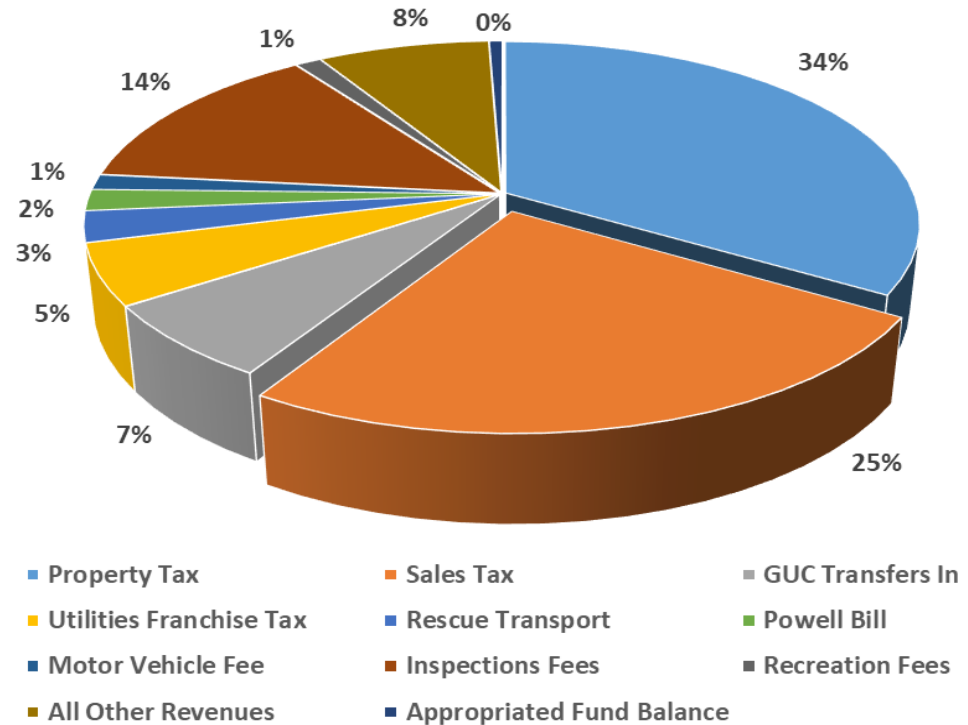


CITY OF GREENVILLE

FY2024-25 PROPOSED GENERAL FUND REVENUES

	Budget FY2024-25
Property Tax	\$ 43,668,004
Sales Tax	31,930,000
GUC Transfer In	8,594,000
Utilities Franchise Tax	6,900,000
Rescue Transport	3,500,000
Powell Bill	2,400,000
Motor Vehicle Fee	1,706,000
Inspections Fees	1,750,000
Recreation Fees	1,500,000
All Other Revenues	10,121,000
Appropriated Fund Balance	750,000
Total	\$ 112,819,004

\$86 Out of Every \$100





CITY OF GREENVILLE

FY2024-25 PROPOSED GENERAL FUND REVENUES

	Presented May 6, 2024	Adjustments		Public Hearing June 10, 2024
		Public Safety Pay Adj	Sustainability Coordinator	
Property Tax	\$ 43,373,004	\$ 200,000	\$ 95,000	\$ 43,668,004
Sales Tax	31,930,000	-	-	31,930,000
GUC Transfer In	8,594,000	-	-	8,594,000
Utilities Franchise Tax	6,900,000	-	-	6,900,000
Rescue Transport	3,500,000	-	-	3,500,000
Powell Bill	2,400,000	-	-	2,400,000
Motor Vehicle Fee	1,706,000	-	-	1,706,000
Inspections Fees	1,750,000	-	-	1,750,000
Recreation Fees	1,500,000	-	-	1,500,000
All Other Revenues	10,121,000	-	-	10,121,000
Appropriated Fund Balance	750,000	-	-	750,000
Total	\$ 112,524,004	\$ 200,000	\$ 95,000	\$ 112,819,004
Proposed Tax Rate	39.27 ¢	0.18 ¢	0.09 ¢	39.54 ¢



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PROPOSED 2024-25 BUDGET
BUDGET PROPERTY TAX REVENUE

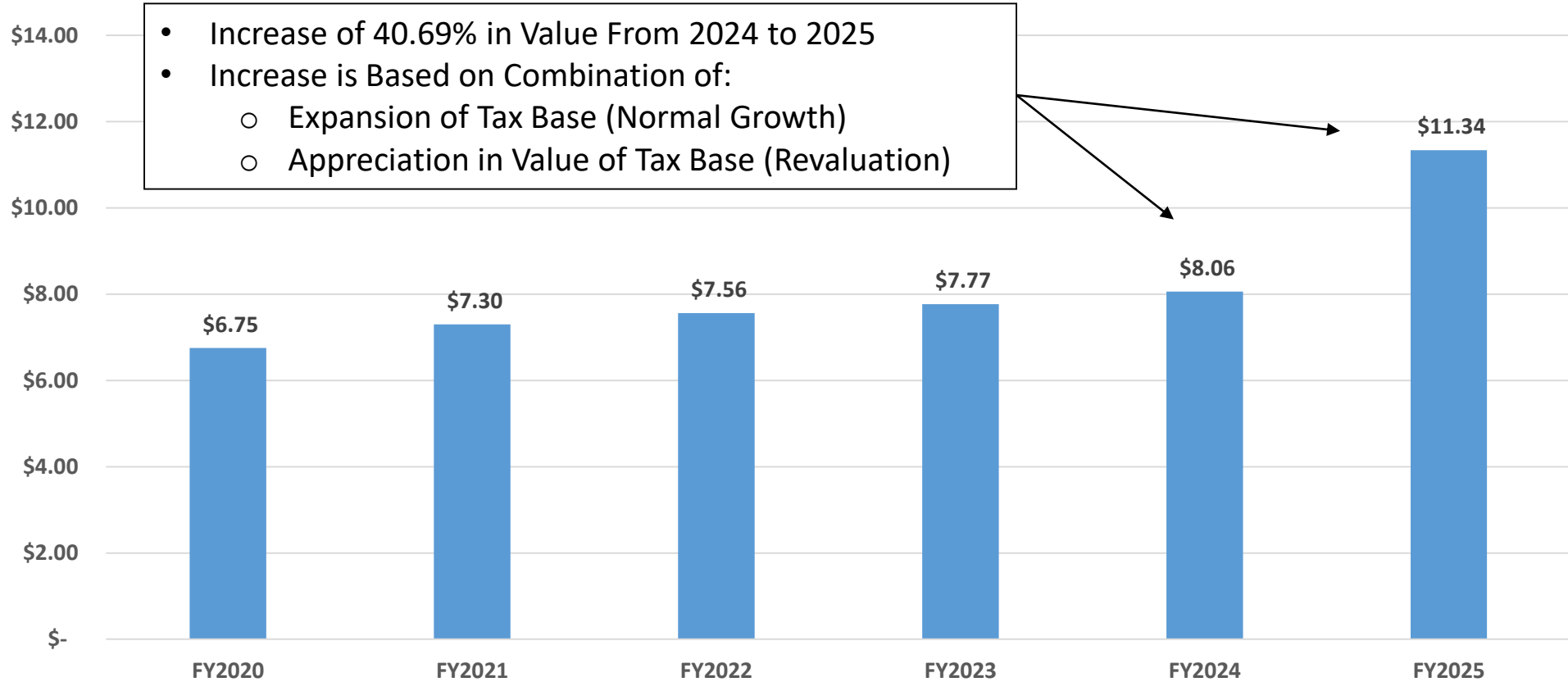


CITY OF GREENVILLE
FY2024-25 PROPOSED PROPERTY TAX REVENUE
REVENUE NEUTRAL TAX RATE

- Tax Rate That Would Provide The Same Revenue in Revaluation Year as if the County Had Not Revalued Real Property
- DOES NOT Provide the Same Revenues as Previous Year
- State Statute Allows for Revenue Neutral Rate to be Adjusted for a Normal Growth Percentage
- Therefore, the Revenue Neutral Rate Will Provide the Same Revenue as Last Year PLUS One Year of Average Growth



CITY OF GREENVILLE PROPERTY TAX BASE (IN BILLIONS)





CITY OF GREENVILLE
FY2024-25 PROPOSED PROPERTY TAX REVENUES
CALCULATED GROWTH IN TAX BASE

Normal Growth

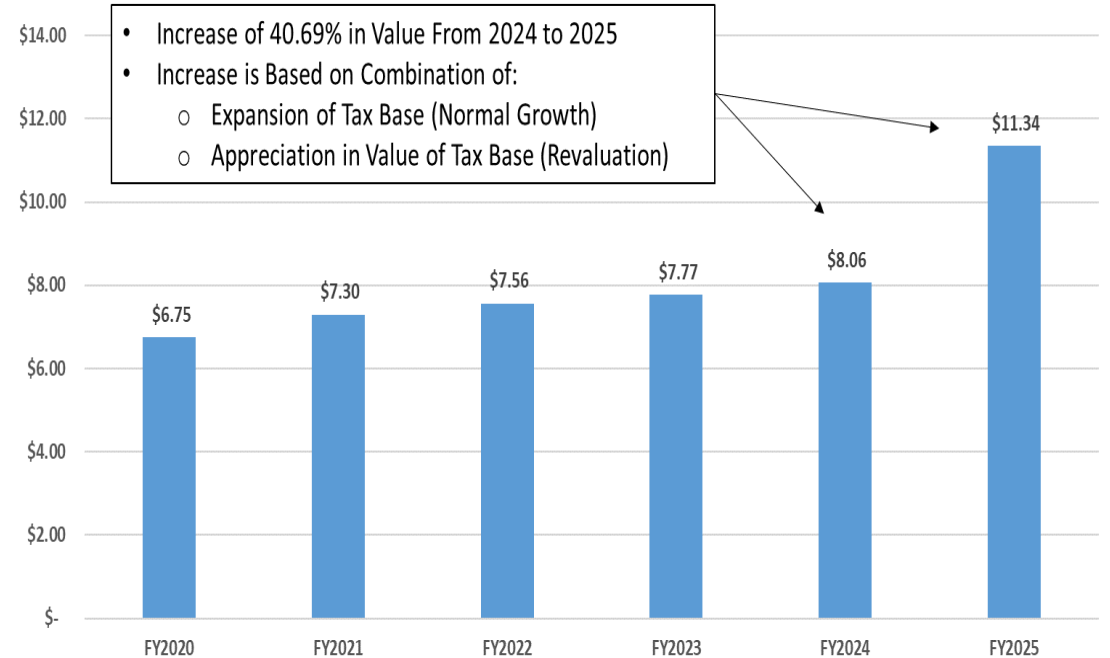
2.75%

Revaluation Growth

37.94%

Overall Growth

40.69%





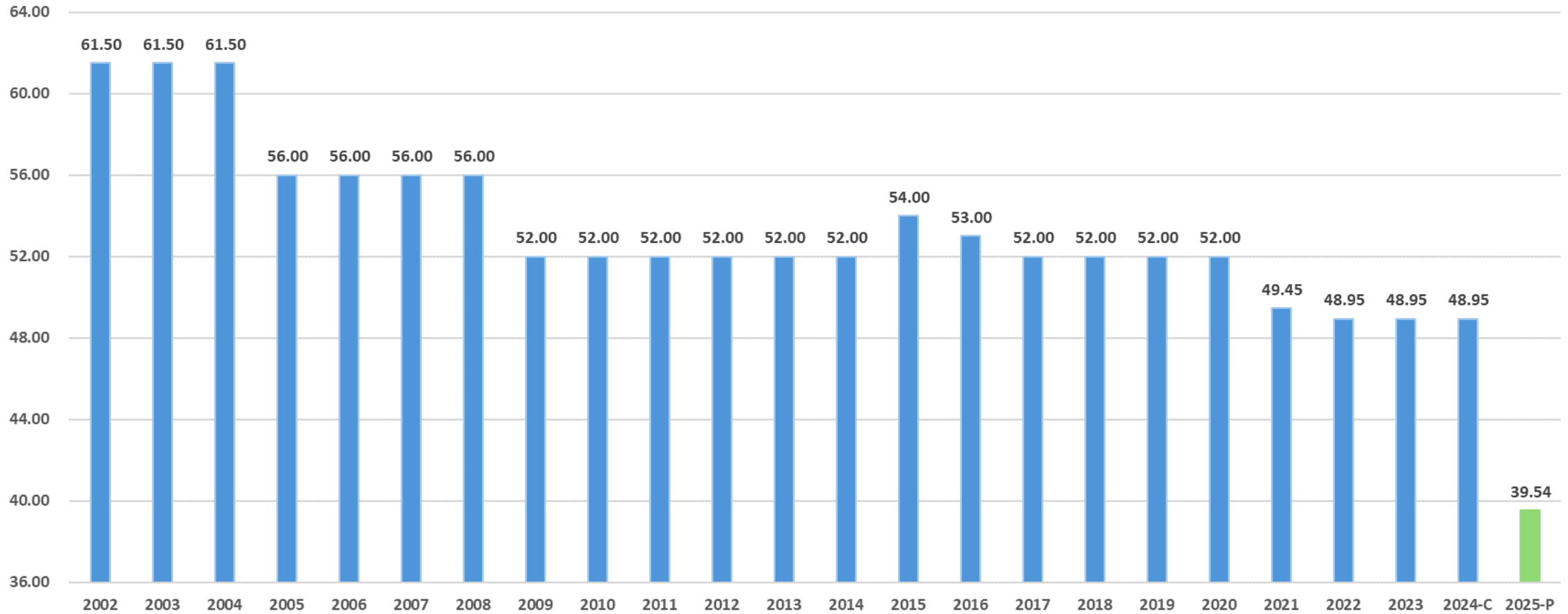
CITY OF GREENVILLE
FY2024-25 PROPOSED PROPERTY TAX REVENUE
PROPOSED PROPERTY TAX RATE

	<u>Rate</u>	
Current Tax Rate	48.95 ¢	} Difference Between Current Rate and Revenue Neutral Rate
Revenue Neutral Tax Rate	36.85 ¢	
Proposed Tax Rate	39.54 ¢	} Retained in the Tax Rate From Revaluation



CITY OF GREENVILLE

PROPOSED PROPERTY TAX RATE (IN CENTS)





CITY OF GREENVILLE

FY2024-25 PROPOSED BUDGET

PROPERTY TAX EXAMPLE

Property Tax Value			Propert Tax at Current Tax Value	Property Tax at New Tax Value			Change in Property Tax Paid		
Current Tax Value	% Change	New Tax Value		Current Tax Rate	Revenue Neutral Tax Rate	Proposed Tax Rate	Current Tax Rate	Revenue Neutral Tax Rate	Proposed Tax Rate
\$ 200,000	20%	\$ 240,000	\$ 979	\$ 1,175	\$ 884	\$ 942	\$ 196	\$ (95)	\$ (37)
200,000	30%	260,000	979	1,273	958	1,021	294	(21)	42
200,000	40%	280,000	979	1,371	1,032	1,100	392	53	121
200,000	50%	300,000	979	1,469	1,106	1,178	490	127	199
200,000	60%	320,000	979	1,566	1,179	1,257	587	200	278



CITY OF GREENVILLE

FY2024-25 PROPOSED PROPERTY TAX REVENUE

	Rate	Revenue	
Current Tax Rate	48.95 ¢	\$ 54,071,318	} \$13.4 Million Difference Between Current Rate and Revenue Neutral Rate
Revenue Neutral Tax Rate	36.85 ¢	\$ 40,702,534	
Proposed Tax Rate	39.54 ¢	\$ 43,668,004	} Proposed Tax Rate Retains \$2,965,470 in Revenue From Revaluation in the Budget



CITY OF GREENVILLE
FY2024-25 PROPOSED PROPERTY TAX REVENUE
PROPOSED INCREASE FROM REVALUATION

	<u>Rate</u>	<u>Revenue</u>
Revenue Neutral	36.85 ¢	\$ 40,702,534
Revaluation Increase	2.69 ¢	\$ 2,965,470
FY2024-25 Proposed	39.54 ¢	\$ 43,668,004



CITY OF GREENVILLE
FY2024-25 PROPOSED PROPERTY TAX REVENUE
PROPOSED INCREASE FROM REVALUATION

	<u>Rate</u>	<u>Revenue</u>
Original Proposed (May 2024)	2.42 ¢	\$ 2,670,470
Requested Adjustments		
Sustainability Coordinator	0.09 ¢	\$ 95,000
Public Safety Pay Adjustments	0.18 ¢	\$ 200,000
Subtotal	0.27 ¢	\$ 295,000
Adjusted Proposed (Public Hearing)	2.69 ¢	\$ 2,965,470



CITY OF GREENVILLE
FISCAL YEAR 2024-25 GENERAL FUND PROPOSED BUDGET
PRIORITIES FUNDED WITH REVALUATION REVENUE

Description	Amount	Cents
Fire / Rescue Positions (7.0)	\$ 641,000	0.58 ¢
Public Safety Adjustments	700,000	0.63 ¢
Fleet Maintenance Operations	370,000	0.33 ¢
Public Works Operations	300,000	0.27 ¢
Pavement Management Program	155,000	0.14 ¢
Public Safety Operations	139,470	0.13 ¢
Recreation & Parks Operations	125,000	0.11 ¢
ADA Program	100,000	0.09 ¢
Sidewalk Expansions	100,000	0.09 ¢
Community Engagement Coordinator (1.0)	95,000	0.09 ¢
Public Works Locator Position (1.0)	95,000	0.09 ¢
Sustainability Coordinator (1.0)	95,000	0.09 ¢
401K Contribution	50,000	0.05 ¢
Total	\$ 2,965,470	2.69 ¢



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PROPOSED 2024-25 BUDGET
GENERAL FUND BUDGET EXPENSE

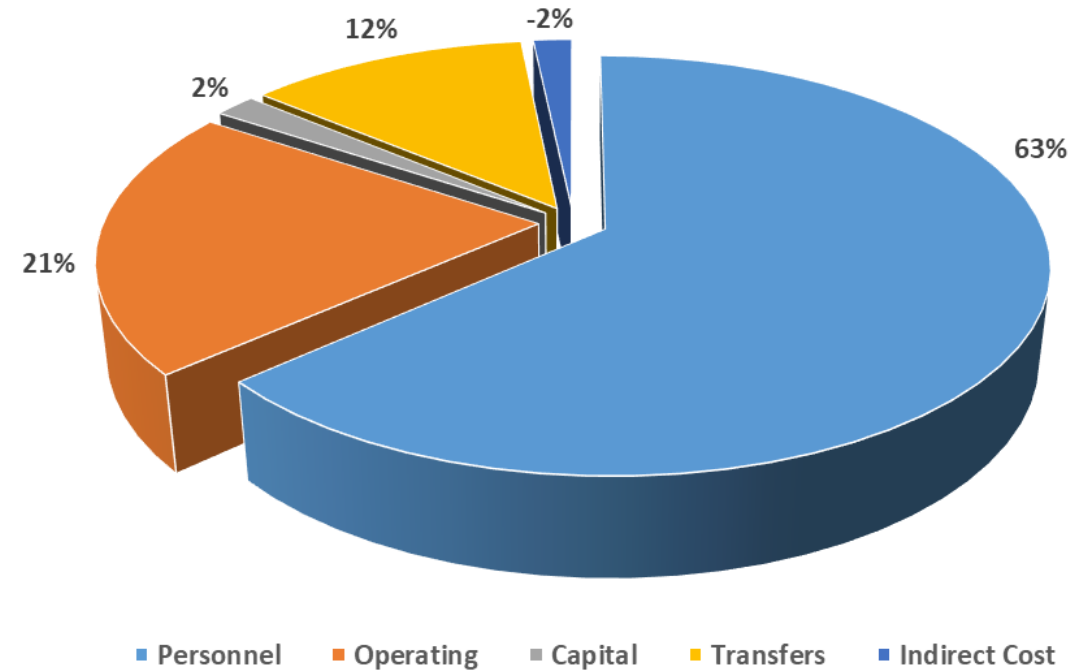


CITY OF GREENVILLE

FY2024-25 PROPOSED GENERAL FUND EXPENSES

	Budget FY2024-25
Pesonnal	\$ 74,255,307
Operating	24,233,810
Capital	2,105,775
Transfers	14,174,998
Indirect Cost	(1,950,887)
Total All Funds	<u><u>\$ 112,819,004</u></u>

Nearly \$2 out of Every \$3 Invested in People!





CITY OF GREENVILLE
FY2024-25 GENERAL FUND PROPOSED BUDGET
PROPOSED PERSONNEL BUDGET

- FY2024-25 Proposed Personnel Budget Includes:
 - 4.0% Average Wage Increase for Employees
 - 2.6% Adjustment to Pay Plan Structure
 - 3% 401k Employer Contribution
 - Adjustments to Retirement Rates to Reflect State Requirements
 - 15.04% for Law Enforcement (1.0% Increase)
 - 13.64% for Non-Law Enforcement (1.0% Increase)



CITY OF GREENVILLE
FY2024-25 GENERAL FUND PROPOSED BUDGET
PROPOSED PERSONNEL BUDGET

- FY2024-25 Proposed Personnel Budget Includes:
 - \$700 Thousand in Public Safety Pay Adjustments to Better Recruit / Retain Public Safety Employees
 - 6.0 New Fire/EMS Employees
 - 2.0 Additional Inspection Positions and 1.0 Locator Position to Meet Development Community Needs
 - 1.0 Additional Fire Marshal Position to Keep Up With Increase in Fire Inspection Reviews
 - Converts Two Part Time Special Events / Arts Positions to Full (Funded Through Increased Special Events / Arts Revenues)



CITY OF GREENVILLE
FY2024-25 GENERAL FUND PROPOSED BUDGET
PROPOSED PERSONNEL BUDGET

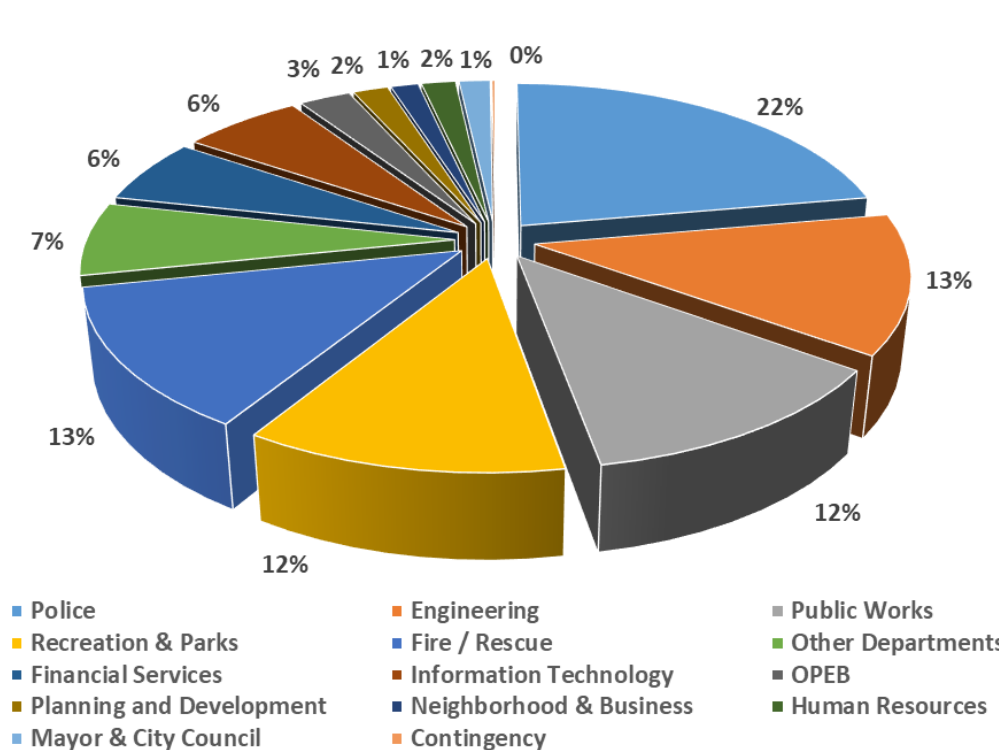
- FY2024-25 Proposed Personnel Budget Includes:
 - Creates a Community Engagement Coordinator to Better Connect and Inform the Community of the Activities, Programs and Initiatives Around Our City
 - Creates a New Full-Time Sustainability Coordinator Position



CITY OF GREENVILLE

FY2024-25 GENERAL FUND PROPOSED BUDGET

PROPOSED OPERATIONS AND CAPITAL BUDGET



	Budget FY2024-25
Police	\$ 5,862,625
Engineering	3,364,935
Public Works	3,221,773
Recreation & Parks	3,079,422
Fire / Rescue	3,403,564
Other Departments	1,775,143
Financial Services	1,572,654
Information Technology	1,629,468
OPEB	700,000
Planning and Development	477,690
Neighborhood & Business	325,449
Human Resources	464,809
Mayor & City Council	422,053
Contingency	40,000
Total	\$ 26,339,585

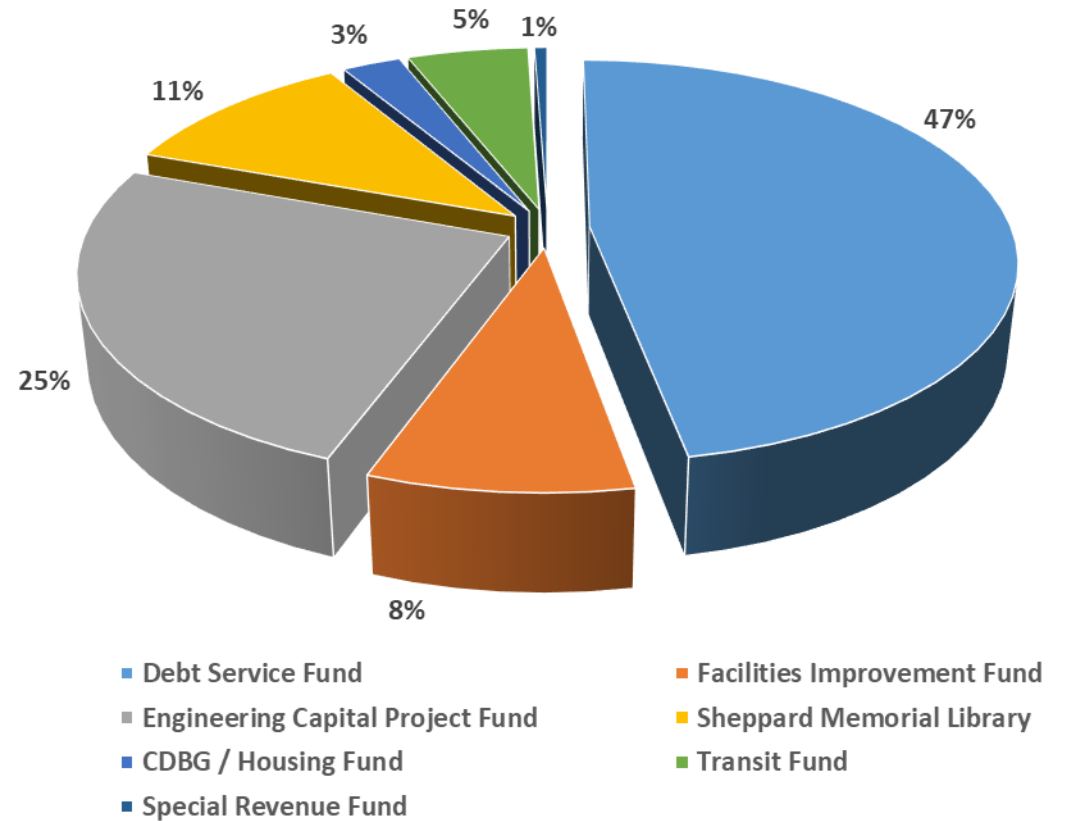


CITY OF GREENVILLE

FY2024-25 GENERAL FUND PROPOSED BUDGET

PROPOSED TRANSFERS BUDGET

	Budget FY2024-25
Debt Service Fund	\$ 6,703,142
Facilities Improvement Fund	1,200,000
Engineering Capital Project Fund	3,505,000
Sheppard Memorial Library	1,536,856
CDBG / Housing Fund	375,000
Transit Fund	775,000
Special Revenue Fund	80,000
Total	<u><u>\$ 14,174,998</u></u>





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PROPOSED 2024-25 BUDGET
OTHER FUNDS



CITY OF GREENVILLE
FY2024-25 PROPOSED BUDGET
OTHER FUNDS

	Budget FY2024-25
Debt Service	7,368,819
Transit	5,094,474
Fleet Maintenance	6,523,088
Sanitation	9,492,950
Stormwater	13,514,558
Housing Fund	1,975,598
Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total Operating Funds	<u>\$ 63,147,281</u>



**CITY OF GREENVILLE
FY2024-25 PROPOSED BUDGET
OTHER FUNDS**

	Budget FY2024-25
Debt Service	7,368,819
Transit	5,094,474
Fleet Maintenance	6,523,088
Sanitation	9,492,950
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Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total Operating Funds	<u>\$ 63,147,281</u>

Bus Service Hours:

	Current	Proposed
Weekday Hours	7:25am-5:15pm 10 Hours	6:00am-8:00pm 14 Hours
Saturday Hours	None	9:00am-4:00pm 7 Hours
Drivers per Weekday	8 Full-Time 2-3 Part-Time	13 Full-Time 2-3 Part-Time
Drivers per Saturday	None	6 Full-Time 1-2 Part-Time



CITY OF GREENVILLE
FY2024-25 PROPOSED BUDGET
OTHER FUNDS

	Budget FY2024-25
Debt Service	7,368,819
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Housing Fund	1,975,598
Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total Operating Funds	<u>\$ 63,147,281</u>

Transit Fare:

Type of Ride	Proposed Fee
Single Ride	Regular \$1.25 Discount \$0.75
Day Pass	Regular \$2.50 Discount \$1.50
Single Ride Paratransit	\$2.50



CITY OF GREENVILLE FY2024-25 PROPOSED BUDGET OTHER FUNDS

	Budget FY2024-25
Debt Service	7,368,819
Transit	5,094,474
Fleet Maintenance	6,523,088
Sanitation	9,492,950
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Housing Fund	1,975,598
Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total Operating Funds	<u>\$ 63,147,281</u>

Monthly Sanitation Rates by Year:



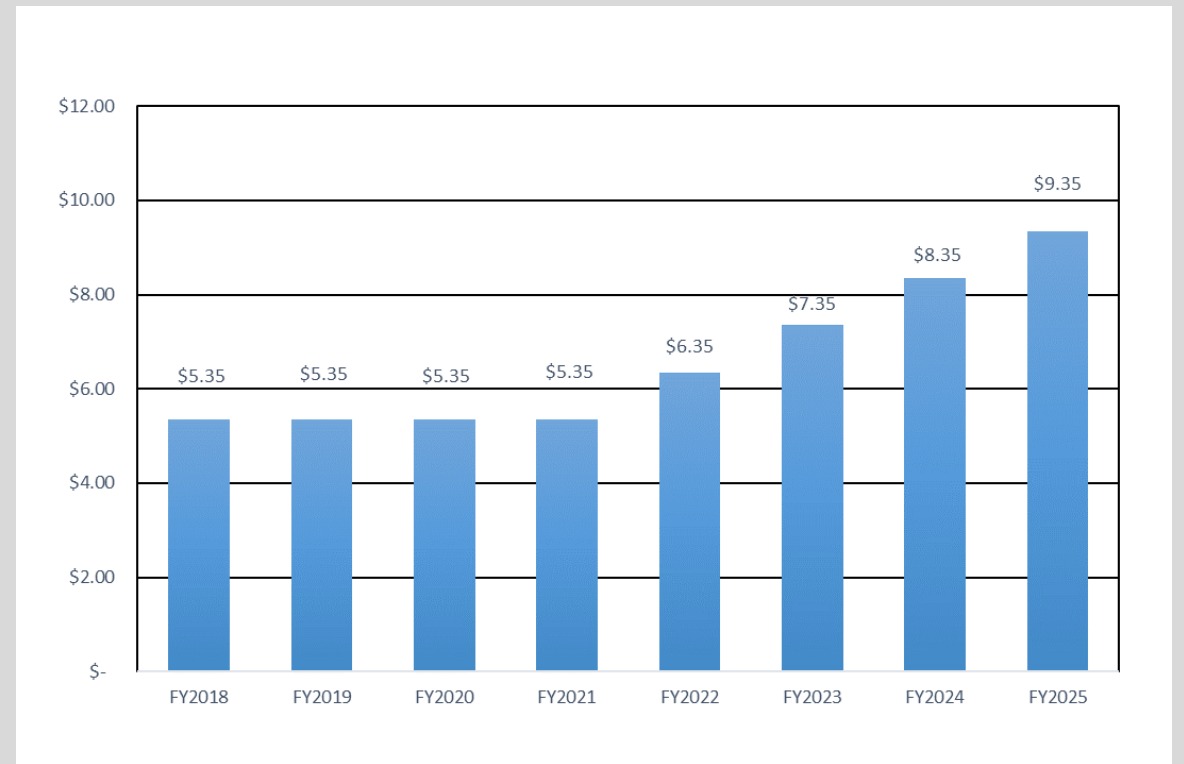
No Change in Rates Since FY2018



CITY OF GREENVILLE FY2024-25 PROPOSED BUDGET OTHER FUNDS

	Budget FY2024-25
Debt Service	7,368,819
Transit	5,094,474
Fleet Maintenance	6,523,088
Sanitation	9,492,950
Stormwater	13,514,558
Housing Fund	1,975,598
Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total Operating Funds	<u>\$ 63,147,281</u>

Monthly Stormwater Rates (per ERU) by Year:





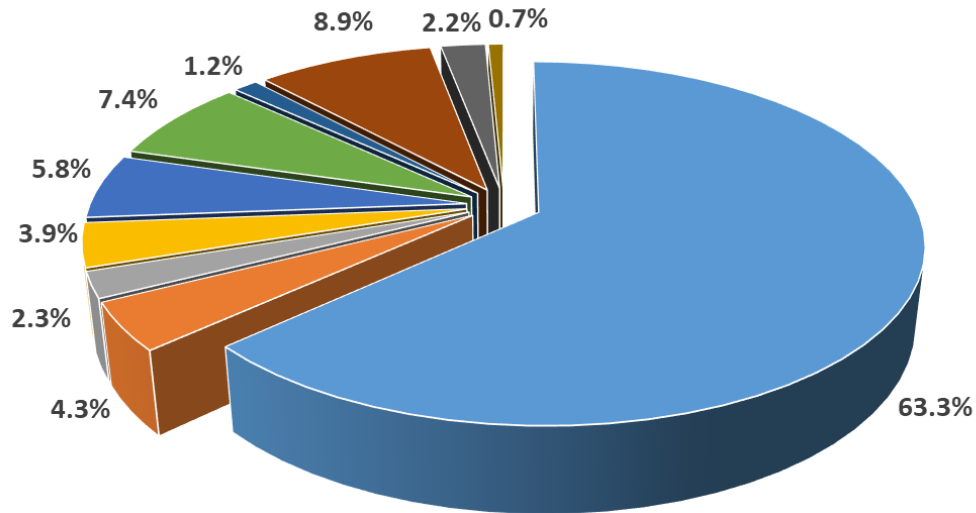
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**PROPOSED 2024-25 BUDGET
SUMMARY**



CITY OF GREENVILLE FY2024-25 PROPOSED BUDGET CITY OPERATING FUND OVERVIEW

64% of Operating Funds



- General
- Debt Service
- Transit
- Fleet Maintenance
- Sanitation
- Stormwater
- Housing Fund
- Health Insurance
- Vehicle Replacement
- Facilities Improvement

	Budget FY2024-25
General	\$ 112,819,004
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Health Insurance	14,376,386
Vehicle Replacement	3,601,408
Facilities Improvement	1,200,000
Total All Funds	\$ 175,966,285



CITY OF GREENVILLE
FY2024-25 PROPOSED PROPERTY TAX REVENUE
PROPOSED INCREASE FROM REVALUATION

	<u>Rate</u>	<u>Revenue</u>
Revenue Neutral	36.85 ¢	\$ 40,702,534
Revaluation Increase	2.69 ¢	\$ 2,965,470
FY2024-25 Proposed	39.54 ¢	\$ 43,668,004



CITY OF GREENVILLE
FISCAL YEAR 2024-25 GENERAL FUND PROPOSED BUDGET
PRIORITIES FUNDED WITH REVALUATION REVENUE

Description	Amount	Cents
Fire / Rescue Positions (7.0)	\$ 641,000	0.58 ¢
Public Safety Adjustments	700,000	0.63 ¢
Fleet Maintenance Operations	370,000	0.33 ¢
Public Works Operations	300,000	0.27 ¢
Pavement Management Program	155,000	0.14 ¢
Public Safety Operations	139,470	0.13 ¢
Recreation & Parks Operations	125,000	0.11 ¢
ADA Program	100,000	0.09 ¢
Sidewalk Expansions	100,000	0.09 ¢
Community Engagement Coordinator (1.0)	95,000	0.09 ¢
Public Works Locator Position (1.0)	95,000	0.09 ¢
Sustainability Coordinator (1.0)	95,000	0.09 ¢
401K Contribution	50,000	0.05 ¢
Total	\$ 2,965,470	2.69 ¢



**CITY OF GREENVILLE
FY2024-25 PROPOSED BUDGET
BUDGET CALENDAR**

May 6, 2024	Proposed City of Greenville Budget Presented to Council
May 9, 2024	Proposed GUC, Sheppard Memorial Library, and Convention Visitors Authority Presentation
June 10, 2024	Public Hearing on FY2024-25 Proposed Budget
June 13, 2024	Adoption of FY2024-25 Budget

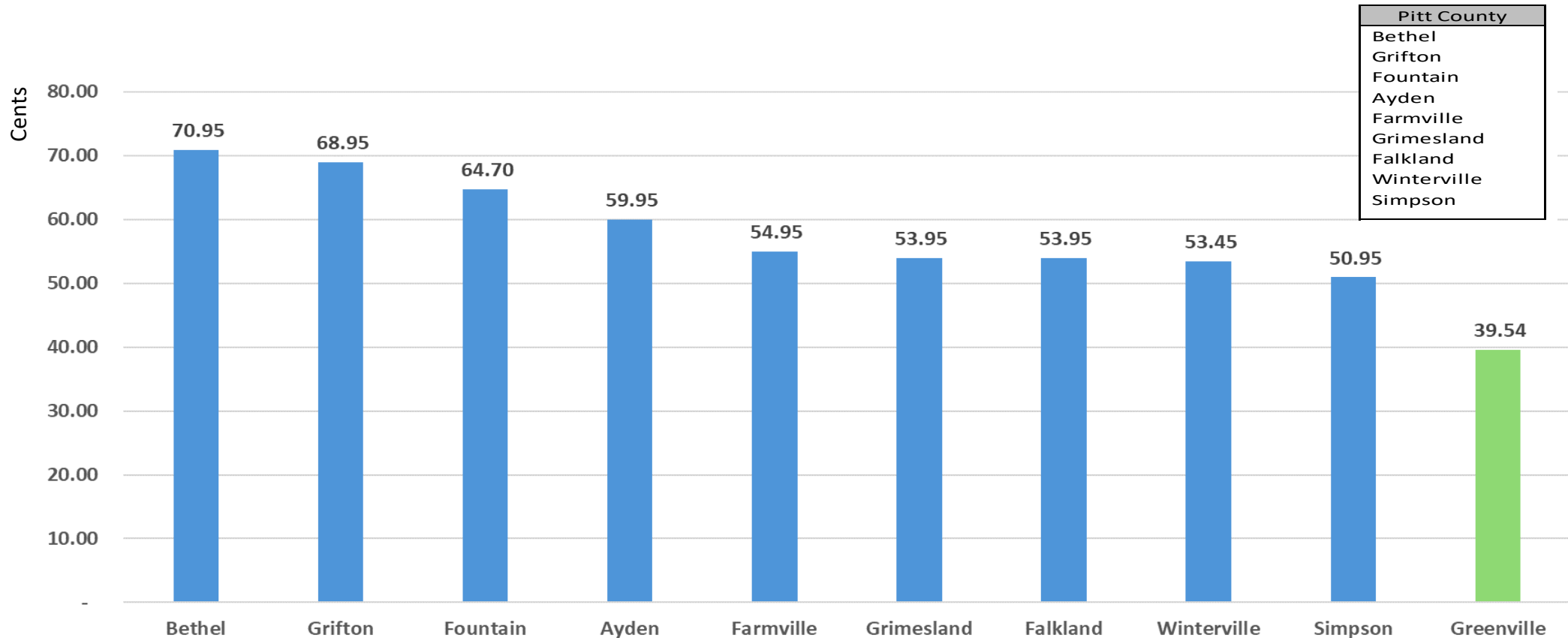


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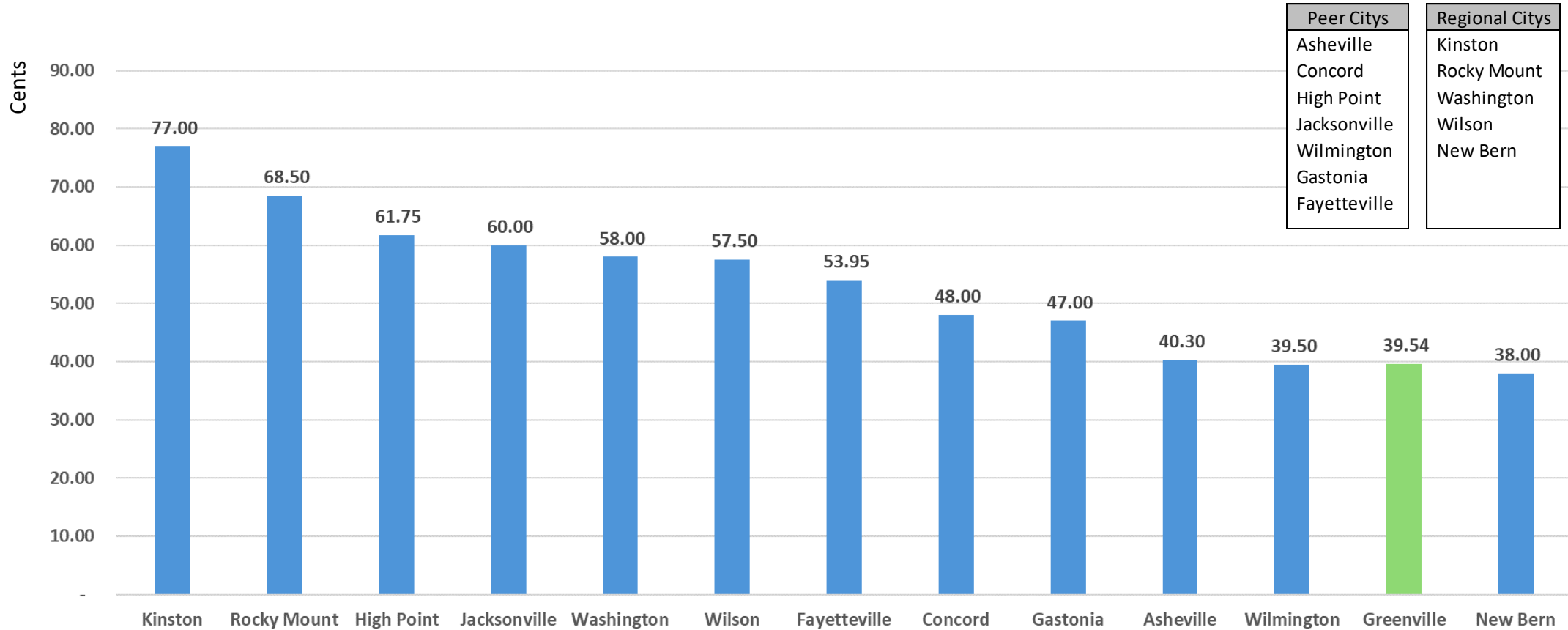
CITY OF GREENVILLE PITT COUNTY COMPARISON PROPERTY TAX RATE (IN CENTS)



Note: Residents of Each Municipality (Except Greenville) Pay an EMS Tax Rate. The EMS Tax Rate for Greenville Residents is Built into the Municipal Tax Rate.

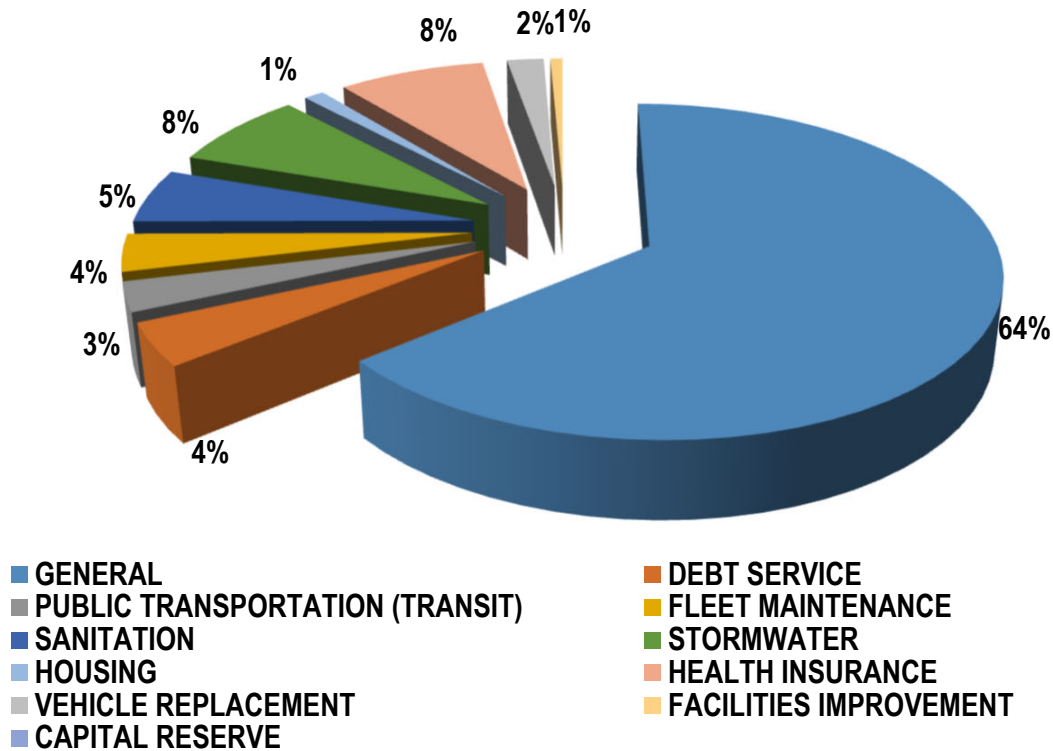


CITY OF GREENVILLE PEER & REGIONAL CITY COMPARISON PROPERTY TAX RATE (IN CENTS)



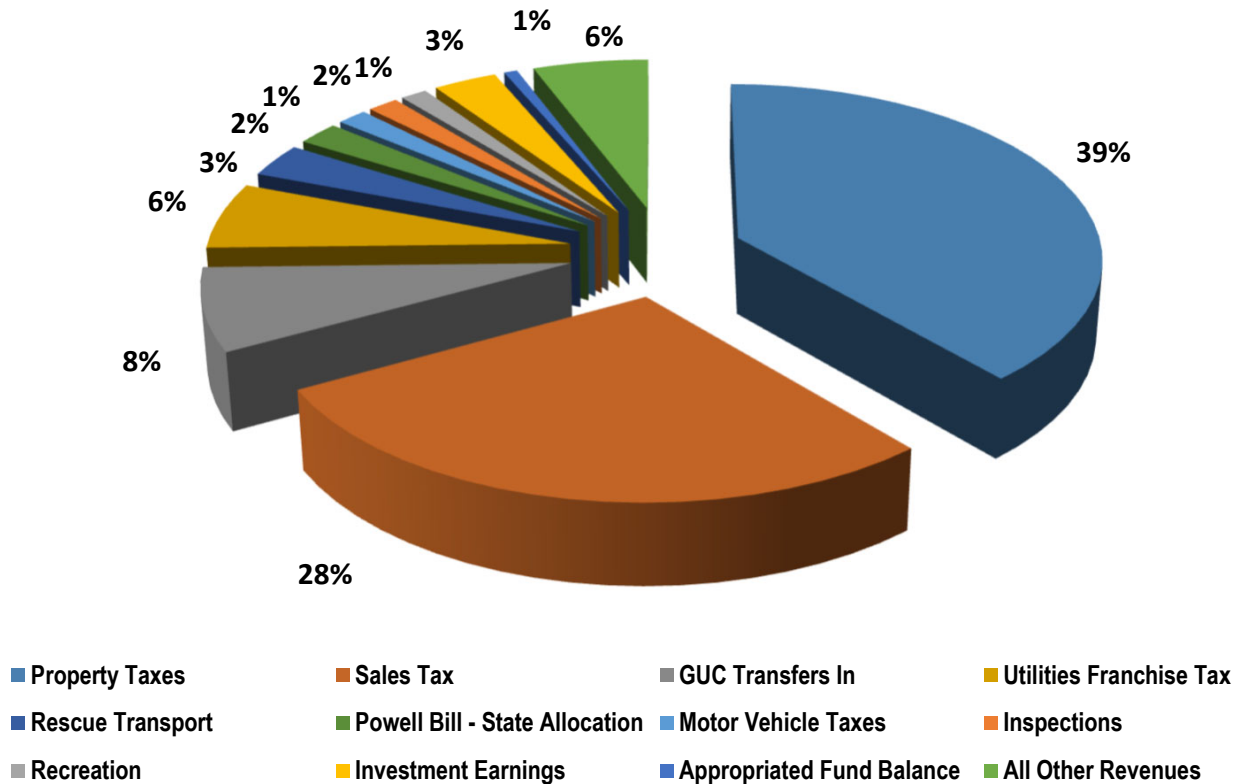
CITY MANAGED FUNDS FOR FISCAL YEAR 2025 BUDGET

FUND	2021 ACTUAL	2022 ORIGINAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
GENERAL	\$ 89,821,846	\$ 94,839,538	\$ 95,165,572	\$ 101,539,765	\$ 112,819,004
DEBT SERVICE	5,984,383	6,932,741	6,322,622	6,863,408	7,368,819
PUBLIC TRANSPORTATION (TRANSIT)	2,350,437	2,441,741	3,485,714	3,703,887	5,094,474
FLEET MAINTENANCE	4,845,086	5,126,742	5,203,116	6,279,940	6,523,088
SANITATION	8,338,196	8,677,846	8,387,480	9,248,904	9,492,950
STORMWATER	6,851,131	7,876,253	8,703,045	11,833,273	13,514,558
HOUSING	928,043	2,189,249	2,054,247	1,931,466	1,975,598
HEALTH INSURANCE	10,638,843	14,040,605	14,009,056	14,258,648	14,376,386
VEHICLE REPLACEMENT	4,249,921	4,627,412	3,921,541	3,601,408	3,601,408
FACILITIES IMPROVEMENT	1,501,425	1,350,000	1,000,000	1,200,000	1,200,000
CAPITAL RESERVE	807,249	2,205,642	1,919	-	-
TOTAL CITY MANAGED FUNDS	\$ 136,316,561	\$ 150,307,770	\$ 148,254,312	\$ 160,460,699	\$ 175,966,285



GENERAL FUND REVENUE SUMMARY

REVENUE SOURCE	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ADOPTED	2025 PROPOSED
PROPERTY TAXES	\$ 34,250,807	\$ 36,325,825	\$ 37,445,803	\$ 38,030,400	\$ 39,689,205	\$ 43,668,004
SALES TAXES	20,465,509	24,555,870	27,248,610	26,935,346	30,616,976	31,930,000
GUC TRANSFERS IN	6,683,670	6,582,187	6,746,792	7,074,328	7,140,532	8,594,000
UTILITIES FRANCHISE TAX	6,832,754	6,612,710	6,625,128	6,828,328	6,896,611	6,900,000
RESCUE TRANSPORT	3,182,772	2,447,717	3,990,787	3,200,000	3,200,000	3,500,000
POWELL BILL - STATE ALLOCATION	2,174,190	2,124,843	2,390,611	2,123,924	2,390,610	2,400,000
MOTOR VEHICLE TAXES	1,577,823	1,713,410	1,675,940	1,746,059	1,705,845	1,706,000
INSPECTIONS	1,629,682	1,867,697	1,696,712	1,262,437	1,399,868	1,750,000
RECREATION	888,220	769,136	1,300,854	1,060,800	1,335,773	1,500,000
INVESTMENT EARNINGS	1,755,767	114,490	(1,006,916)	742,690	750,000	3,600,000
ALL OTHER REVENUES	7,402,954	6,707,962	6,725,217	6,011,260	5,914,345	6,521,000
SUBTOTAL	\$ 86,844,147	\$ 89,821,846	\$ 94,839,538	\$ 95,015,572	\$ 101,039,765	\$ 112,069,004
APPROPRIATED FUND BALANCE						
GENERAL FUND	-	-	-	150,000	500,000	750,000
POWELL BILL	-	-	-	-	-	-
TOTAL	\$ 86,844,147	\$ 89,821,846	\$ 94,839,538	\$ 95,165,572	\$ 101,539,765	\$ 112,819,004



**GENERAL FUND
REVENUE DETAIL**

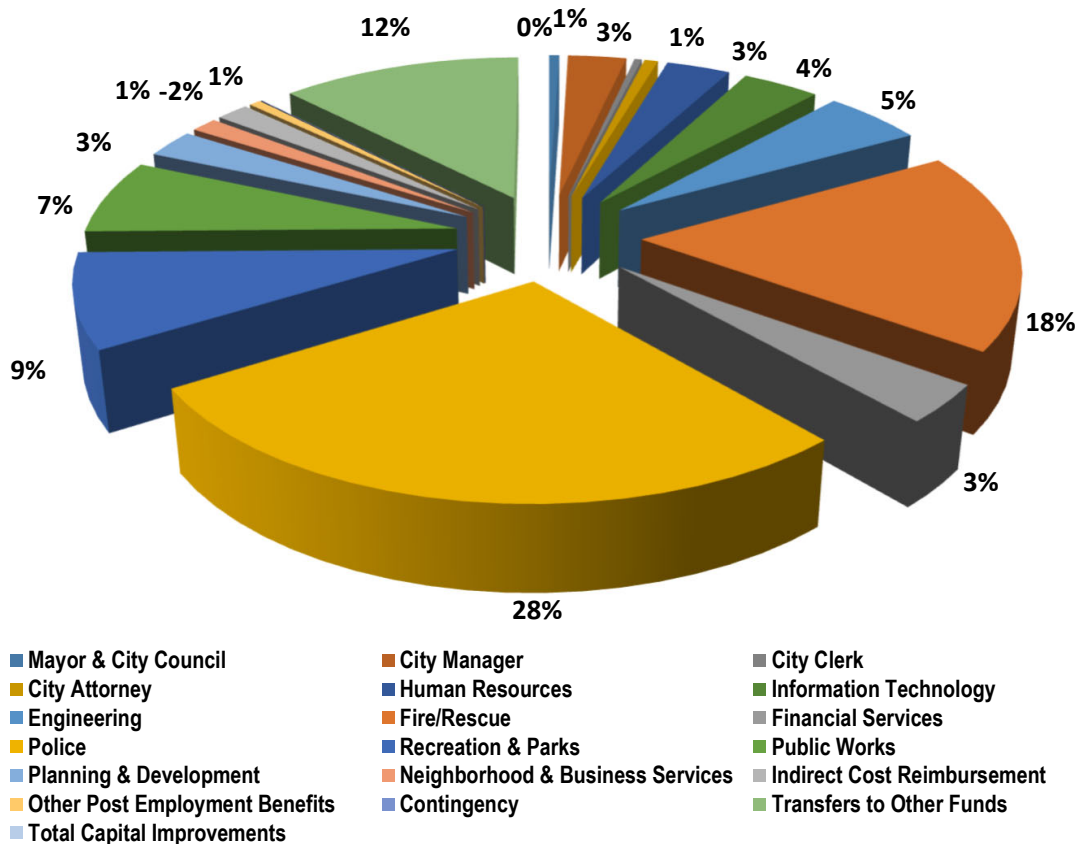
REVENUE SOURCE	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
UNRESTRICTED INTERGOVERNMENTAL					
PROPERTY TAXES					
CURRENT YEAR TAXES	\$ 32,932,254	\$ 33,794,616	\$ 34,397,766	\$ 35,640,721	\$ 39,574,142
MOTOR VEHICLE TAXES	3,881,438	4,057,732	3,790,218	4,464,220	4,508,862
PRIOR YEAR TAXES	84,306	114,895	250,000	-	-
TAX INTEREST & PENALTIES	105,404	134,251	137,873	140,630	141,000
TAX DISCOUNTS	(598,546)	(499,299)	(453,403)	(462,471)	(462,000)
TAX REFUNDS	(79,032)	(156,320)	(92,054)	(93,895)	(94,000)
SUBTOTAL	\$ 36,325,825	\$ 37,445,875	\$ 38,030,400	\$ 39,689,205	\$ 43,668,004
OTHER UNRESTRICTED GOVERNMENTAL					
SALES TAXES	\$ 24,555,870	\$ 27,248,610	\$ 26,935,346	\$ 30,616,976	\$ 31,930,000
RENTAL VEHICLE - GROSS RECEIPTS	207,687	228,982	176,125	176,125	177,000
VIDEO PROGRAM & SUPPLEMENTAL PEG	763,093	730,647	793,717	738,769	650,000
MOTOR VEHICLE FEE	1,713,410	1,675,940	1,746,059	1,705,845	1,706,000
PAYMENT IN LIEU OF TAXES	68,758	72,115	64,512	64,512	65,000
STATE FIRE PROTECTION	391,893	390,076	413,952	413,952	390,000
UTILITIES FRANCHISE TAX	6,612,710	6,625,128	6,828,328	6,896,611	6,900,000
BEER & WINE	392,625	354,087	392,681	392,681	450,000
SUBTOTAL	\$ 34,706,046	\$ 37,325,584	\$ 37,350,720	\$ 41,005,471	\$ 42,268,000
RESTRICTED INTERGOVERNMENTAL					
TRAFFIC CONTROL LIGHTS MAINTENANCE	\$ 803,430	\$ 187,151	\$ 217,693	\$ 217,693	\$ 218,000
OTHER RESTRICTED INTERGOVERNMENTAL	25,035	25,035	25,035	25,035	105,000
POWELL BILL STATE ALLOCATION	2,124,843	2,390,611	2,123,924	2,390,610	2,400,000
SECTION 104 F PLANNING GRANT MPO	278,660	168,307	222,873	355,875	296,000
SUBTOTAL	\$ 3,231,968	\$ 2,771,104	\$ 2,589,525	\$ 2,989,213	\$ 3,019,000
LICENSES, PERMITS & FEES					
INSPECTION DIVISION PERMITS	1,867,697	1,696,712	1,262,437	1,399,868	1,750,000
PLANNING FEES	159,200	181,325	138,900	138,900	140,000
RECREATION DEPARTMENT ACTIVITY FEES	769,136	1,300,854	1,060,800	1,335,773	1,500,000
POLICE FEES	1,715,625	1,938,328	1,631,850	1,606,150	1,900,000
ENGINEERING FEES	915	38,785	22,600	22,600	25,000
FIRE/RESCUE FEES	236,579	262,286	225,135	225,135	230,000
SUBTOTAL	\$ 4,749,152	\$ 5,418,289	\$ 4,341,722	\$ 4,728,426	\$ 5,545,000
SALES & SERVICES					
RESCUE SERVICE TRANSPORT	\$ 2,869,000	\$ 3,990,787	\$ 3,200,000	\$ 3,200,000	\$ 3,500,000
LEASED PARKING & METERS	350,697	339,694	378,697	25,000	350,000
PARKING VIOLATIONS	208,987	193,831	275,000	275,000	275,000
SUBTOTAL	\$ 3,428,684	\$ 4,524,312	\$ 3,853,697	\$ 3,500,000	\$ 4,125,000
OTHER REVENUES					
SALE OF PROPERTY	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER REVENUES	683,493	1,614,498	1,032,490	1,236,918	1,250,000
SUBTOTAL	\$ 683,493	\$ 1,614,498	\$ 1,032,490	\$ 1,236,918	\$ 1,250,000

**GENERAL FUND
REVENUE DETAIL**

REVENUE SOURCE	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
INVESTMENT EARNINGS					
INVESTMENT EARNINGS	\$ 114,490	\$ (1,006,916)	\$ 742,690	\$ 750,000	\$ 3,600,000
OTHER FINANCING SOURCES					
TRANSFER IN GUC	\$ 6,582,187	\$ 6,746,792	\$ 7,074,328	\$ 7,140,532	\$ 8,594,000
TRANSFER FROM HOUSING	-	-	-	-	-
TRANSFER FROM SANITATION	-	-	-	-	-
TRANSFER FROM STORMWATER	-	-	-	-	-
OTHER TRANSFERS	-	-	-	-	-
SUBTOTAL	\$ 6,582,187	\$ 6,746,792	\$ 7,074,328	\$ 7,140,532	\$ 8,594,000
FUND BALANCE APPROPRIATED					
APPROPRIATED FUND BALANCE - GENERAL	-	-	150,000	500,000	750,000
APPROPRIATED FUND BALANCE - POWELL BILL	-	-	-	-	-
SUBTOTAL	\$ -	\$ -	\$ 150,000	\$ 500,000	\$ 750,000
GENERAL FUND REVENUE TOTAL	\$ 89,821,846	\$ 94,839,538	\$ 95,165,572	\$ 101,539,765	\$ 112,819,004

GENERAL FUND EXPENSE BY DEPARTMENT

DEPARTMENT	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
MAYOR & CITY COUNCIL	\$ 400,938	\$ 521,459	\$ 503,926	\$ 606,254	\$ 606,254
CITY MANAGER	2,669,460	2,694,008	2,950,567	3,268,730	3,483,263
CITY CLERK	211,863	305,418	362,930	385,555	440,055
CITY ATTORNEY	566,882	643,118	686,116	730,320	816,242
HUMAN RESOURCES	3,028,197	3,134,129	4,383,855	3,491,983	3,808,579
INFORMATION TECHNOLOGY	2,824,369	3,055,009	3,533,373	4,207,039	4,614,563
ENGINEERING	4,698,588	4,686,423	5,021,147	5,615,199	5,931,869
FIRE/RESCUE	15,041,336	17,195,047	17,360,824	18,059,779	21,151,801
FINANCIAL SERVICES	2,688,484	2,768,888	2,844,749	3,132,994	4,019,795
POLICE	24,713,878	26,895,762	27,665,488	29,561,371	32,399,318
RECREATION & PARKS	6,541,020	7,227,702	7,905,239	8,925,004	9,957,375
PUBLIC WORKS	6,233,674	5,923,696	5,547,691	7,033,927	7,902,870
PLANNING & DEVELOPMENT	2,821,575	3,224,875	3,384,929	2,701,160	3,001,981
NEIGHBORHOOD & BUSINESS SERVICES	-	-	-	1,211,340	1,570,928
TOTAL BY DEPARTMENT	\$ 72,440,264	\$ 78,275,536	\$ 82,150,834	\$ 88,930,655	\$ 99,704,893
INDIRECT COST REIMBURSEMENT	\$ (1,350,453)	\$ (1,350,453)	\$ (1,950,887)	\$ (1,950,887)	\$ (1,950,887)
OTHER POST EMPLOYMENT BENEFITS	800,000	600,000	700,000	700,000	700,000
CONTINGENCY	-	-	100,000	40,000	40,000
TOTAL EXPENSES BY DEPARTMENT	\$ 71,889,811	\$ 77,525,083	\$ 80,999,947	\$ 87,719,768	\$ 98,494,006
TRANSFERS TO OTHER FUNDS	\$ 17,065,754	\$ 14,062,474	\$ 13,691,607	\$ 13,819,997	\$ 14,324,998
TOTAL CAPITAL IMPROVEMENTS	-	-	474,018	-	-
TOTAL GENERAL FUND	\$ 88,955,565	\$ 91,587,557	\$ 95,165,572	\$ 101,539,765	\$ 112,819,004



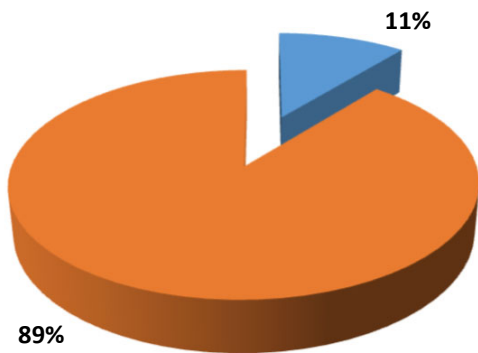
DEBT SERVICE FUND FOR FISCAL YEAR 2025 BUDGET

The Debt Service Fund accounts for the payment of the City's debt. When payments are due, the General Fund transfers the needed funds into this fund for payment.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ADOPTED	2025 PROPOSED
OCCUPANCY TAX	\$ 783,890	\$ 646,455	\$ 684,958	\$ 659,650	\$ 665,677
TRANSFER FROM POWELL BILL	-	-	-	-	-
TRANSFER FROM GENERAL FUND	5,199,820	6,286,286	5,637,664	6,203,758	6,703,142
INVESTMENT EARNINGS	673	-	-	-	-
TOTAL	\$ 5,984,383	\$ 6,932,741	\$ 6,322,622	\$ 6,863,408	\$ 7,368,819

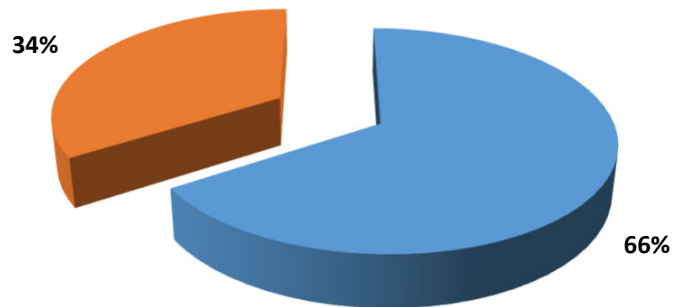
SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ADOPTED	2025 PROPOSED
PRINCIPAL PAYMENTS	\$ 4,341,468	\$ 4,157,530	\$ 4,169,339	\$ 5,237,916	\$ 6,168,752
INTEREST PAYMENTS	903,434	2,813,714	2,153,283	1,625,492	1,200,067
CLOSING COSTS	11,758	-	-	-	-
TRANSFERS OUT	1,203,510	-	-	-	-
TOTAL	\$ 6,460,170	\$ 6,971,244	\$ 6,322,622	\$ 6,863,408	\$ 7,368,819

DEBT SERVICE REVENUE



■ Occupancy Tax ■ Transfer from General Fund

DEBT SERVICE EXPENSE



■ Principal Payments ■ Interest Payments

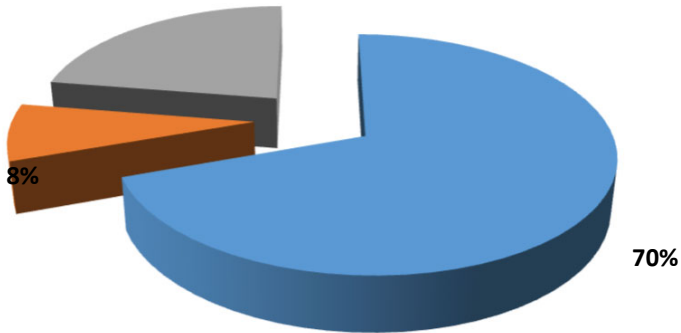
PUBLIC TRANSPORTATION (TRANSIT) FUND FOR FISCAL YEAR 2025 BUDGET

Planning activities remain approximately the same and are reimbursed at 80% from Federal funds. Federal operating funding remains at 50% of the total. Capital items and ADA service and preventative maintenance items requested are reimbursable at 80% Federal share.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
GRANT INCOME	\$ 2,288,331	\$ 2,383,899	\$ 2,391,820	\$ 2,584,993	\$ 4,059,974
BUS FARE/TICKET SALES	62,106	(4,542)	272,000	289,500	200,000
OTHER REVENUES	-	58,065	50,000	57,500	59,500
TRANSFER FROM GENERAL FUND	-	4,319	771,894	771,894	775,000
APPROPRIATED FUND BALANCE	-	-	-	-	-
TOTAL	\$ 2,350,437	\$ 2,441,741	\$ 3,485,714	\$ 3,703,887	\$ 5,094,474

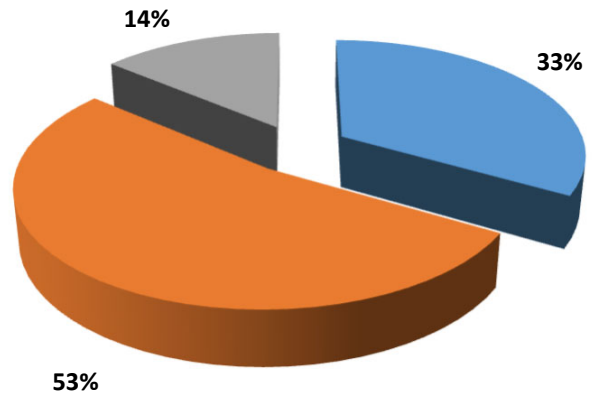
SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
PERSONNEL	\$ 1,352,815	\$ 1,331,238	\$ 1,161,249	\$ 1,165,077	\$ 1,379,250
OPERATING	1,252,623	1,142,136	1,839,465	1,880,332	2,241,012
CAPITAL IMPROVEMENTS	318,509	470,548	485,000	658,478	1,474,212
OTHER	-	-	-	-	-
TOTAL	\$ 2,923,947	\$ 2,943,922	\$ 3,485,714	\$ 3,703,887	\$ 5,094,474

TRANSIT REVENUE



■ Grant Income
■ Bus Fare / Ticket Sales

TRANSIT EXPENSE



■ Personnel ■ Operating ■ Capital Improvements

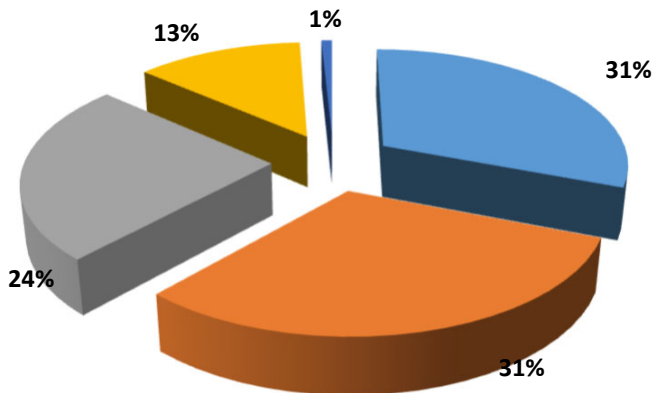
FLEET MAINTENANCE FUND FOR FISCAL YEAR 2025 BUDGET

The Fleet Maintenance Fund has been established as an internal service fund to account for charge-backs to the respective departments of the City for labor, fuel, and parts for items needed to maintain City vehicles. The creation of this fund will assist the City in more accurately reflecting the true costs of the vehicle maintenance by department.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
FUEL MARKUP	\$ 940,190	\$ 1,708,839	\$ 1,604,780	\$ 2,097,350	\$ 1,804,460
LABOR FEES	1,097,884	1,286,251	1,606,279	1,716,890	2,200,767
PARTS MARKUP	1,083,347	1,201,402	1,284,335	1,622,650	1,738,362
COMMERCIAL LABOR MARKUP	446,571	890,126	665,572	799,670	729,499
OTHER REVENUES	21,601	40,124	42,150	43,380	50,000
TRANSFER FROM GENERAL FUND	1,255,493	-	-	-	-
TOTAL	\$ 4,845,086	\$ 5,126,742	\$ 5,203,116	\$ 6,279,940	\$ 6,523,088

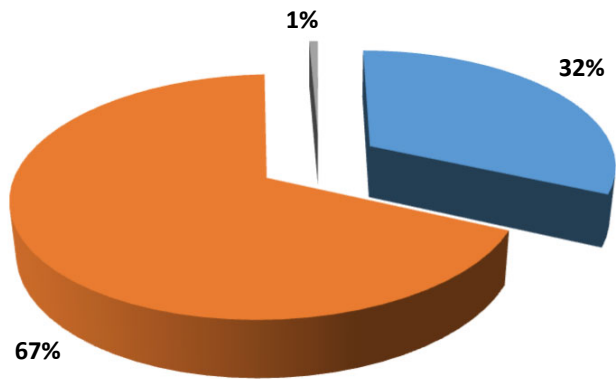
SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
PERSONNEL	\$ 1,546,838	\$ 1,596,358	\$ 1,652,142	\$ 1,888,156	\$ 2,103,357
OPERATING	2,771,487	3,781,423	3,515,974	4,327,584	4,346,931
CAPITAL OUTLAY	25,497	32,022	35,000	64,200	72,800
TRANSFER TO GENERAL FUND	-	-	-	-	-
OTHER	-	(89,704)	-	-	-
TOTAL	\$ 4,343,822	\$ 5,320,099	\$ 5,203,116	\$ 6,279,940	\$ 6,523,088

FLEET REVENUE



■ Fuel Markup
■ Labor Fees

FLEET EXPENSE



■ Personnel ■ Operating ■ Capital Outlay

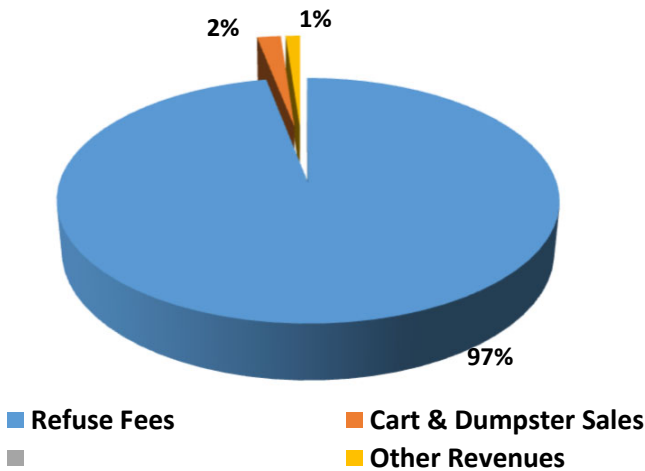
SANITATION FUND FOR FISCAL YEAR 2025 BUDGET

The Sanitation Fund is established to account for the user charges, fees, and all operating costs associated with the operation of the Sanitation Division operated through the Public Works Department of the City. The Sanitation Division offers comprehensive solid waste services such as garbage, recyclable, bulky trash, leaf collection, as well as mosquito and rodent control.

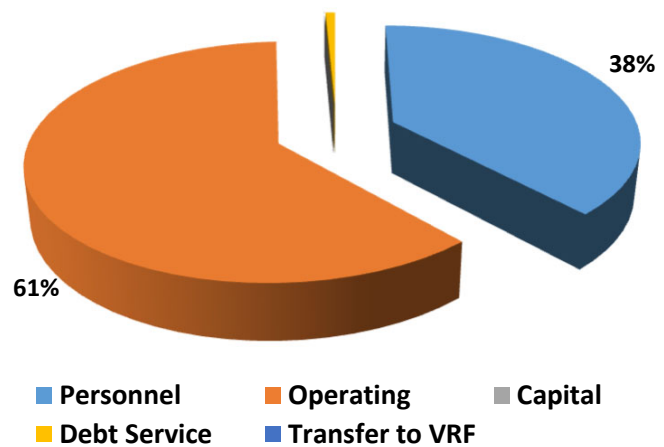
SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
REFUSE FEES	\$ 8,061,396	\$ 8,450,219	\$ 8,133,180	\$ 8,448,000	\$ 8,526,000
CART & DUMPSTER SALES	156,266	109,267	158,000	229,200	225,000
OTHER REVENUES	120,535	118,360	96,300	100,700	103,600
APPROPRIATED FUND BALANCE	-	-	-	471,004	638,350
TOTAL	\$ 8,338,196	\$ 8,677,846	\$ 8,387,480	\$ 9,248,904	\$ 9,492,950

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
PERSONNEL	\$ 2,928,273	\$ 2,949,655	\$ 3,203,461	\$ 3,810,482	\$ 4,269,119
OPERATING	4,265,003	4,167,931	5,122,470	5,376,873	5,223,831
CAPITAL	-	-	-	-	-
DEBT SERVICE	165,066	-	61,549	61,549	-
TRANSFER TO VRF	-	-	-	-	-
OTHER	-	(279,304)	-	-	-
TOTAL	\$ 7,358,342	\$ 6,838,282	\$ 8,387,480	\$ 9,248,904	\$ 9,492,950

SANITATION REVENUE



SANITATION EXPENSE



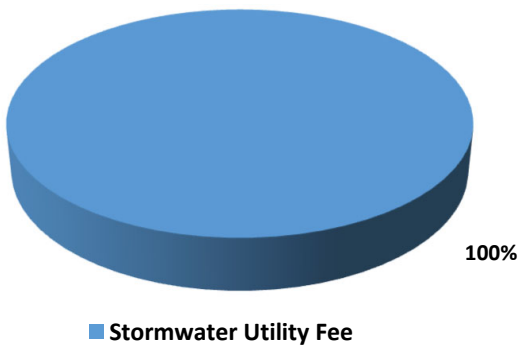
**STORMWATER UTILITY FUND
FOR FISCAL YEAR 2025 BUDGET**

The Stormwater Utility Fund is an enterprise fund established to implement the City's Stormwater Management Program. Revenue for this program is generated through a Stormwater fee paid by citizens owning improved property with buildings, parking lots, driveways, etc. The Stormwater Management Program is implemented through the Public Works Department's Engineering and Street Maintenance Divisions. It is directed at compliance with Federal and State environmental regulations through the implementation of local development regulations, capital improvements, and storm drain maintenance.

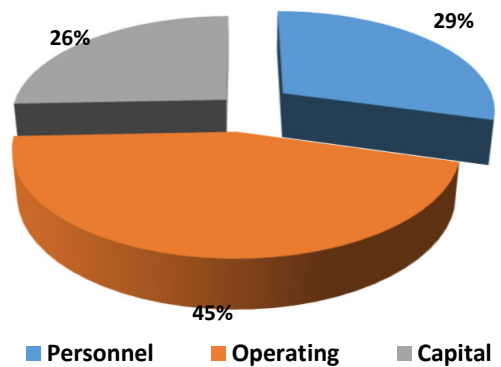
SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 Original	2025 PROPOSED
STORMWATER UTILITY FEE	\$ 6,131,625	\$ 7,383,251	\$ 8,703,045	\$ 9,652,814	\$ 11,284,300
OTHER REVENUE	-	493,002	-	-	-
TRANSFER FROM OTHER FUNDS	719,506	-	-	-	-
APPROPRIATED FUND BALANCE	-	-	-	2,180,459	2,230,258
TOTAL	\$ 6,851,131	\$ 7,876,253	\$ 8,703,045	\$ 11,833,273	\$ 13,514,558

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 Original	2025 PROPOSED
PERSONNEL	\$ 2,085,745	\$ 2,415,207	\$ 2,400,725	\$ 2,828,260	\$ 3,630,460
OPERATING	4,284,957	4,127,995	3,677,130	3,991,142	4,771,353
CAPITAL	897,289	260,232	2,094,727	1,630,000	2,164,665
OTHER	(2,058,590)	-	-	-	-
TRANSFER OUT	2,032,063	1,732,056	1,158,775	3,383,871	2,948,080
TOTAL	\$ 7,241,465	\$ 8,535,490	\$ 9,331,357	\$ 11,833,273	\$ 13,514,558

STORMWATER REVENUE



STORMWATER EXPENSE



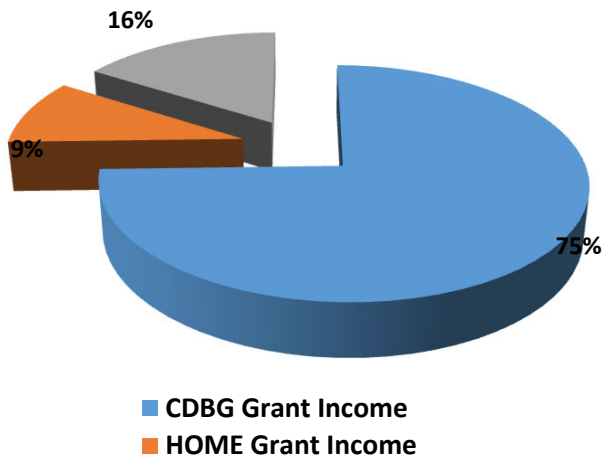
HOUSING FUND FOR FISCAL YEAR 2025 BUDGET

The Housing Division administers US Department of Housing and Urban Development Community Development Block Grant Funds and Local Bond Funds. The funds are used to develop programs to serve low and moderate-income households. To this end, this fund is responsible for monitoring programs for compliance with local, state, and federal program standards. This fund also provides housing rehabilitation assistance to owner occupants, assistance to nonprofit agencies, down-payment assistance to homebuyers, acquisition and demolition of substandard structures, and program administrative funding.

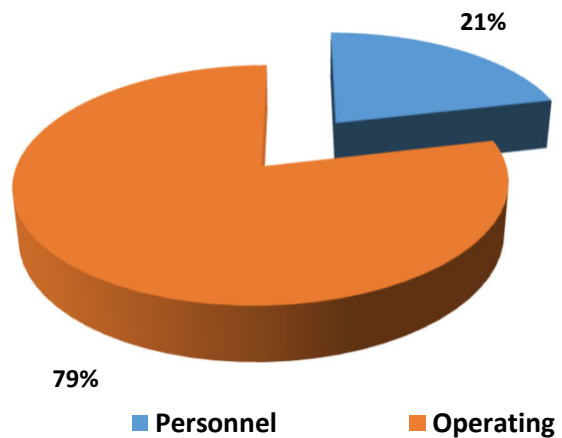
SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
CDBG GRANT INCOME	\$ 1,041,671	\$ 1,531,537	\$ 1,037,668	\$ 1,037,668	\$ 1,037,668
HOME GRANT INCOME	818,883	194,014	565,103	565,103	565,103
TRANSFER FROM GENERAL FUND	328,695	328,695	328,695	372,827	372,827
TOTAL	\$ 2,189,249	\$ 2,054,247	\$ 1,931,466	\$ 1,975,598	\$ 1,975,598

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
PERSONNEL	\$ 383,526	\$ 439,970	\$ 552,128	\$ 552,128	\$ 552,128
OPERATING	1,334,359	1,619,548	1,379,338	1,423,470	1,423,470
CAPITAL	-	-	-	-	-
TOTAL	\$ 1,717,885	\$ 2,059,518	\$ 1,931,466	\$ 1,975,598	\$ 1,975,598

HOUSING REVENUE



HOUSING EXPENSE

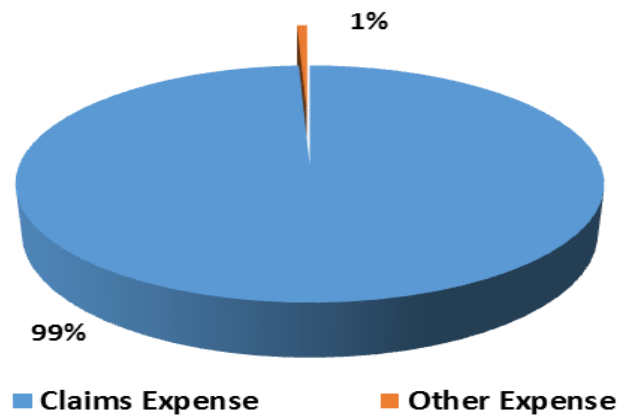
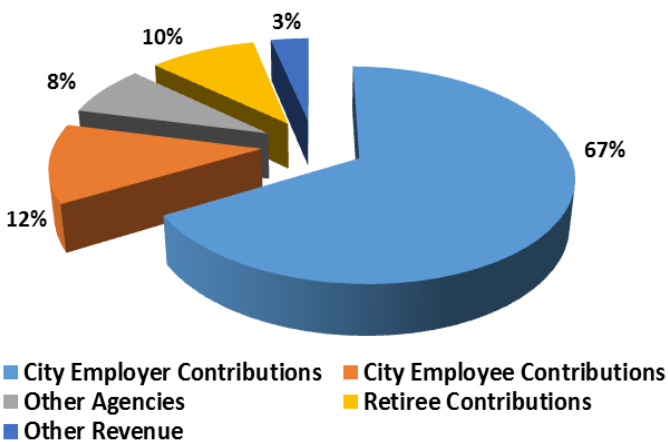


HEALTH FUND FOR FISCAL YEAR 2025 BUDGET

The Health Fund is used to account for the administration of the City's health insurance program.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
CITY CONTRIBUTION	\$ 11,844,463	\$ 11,630,700	\$ 11,043,959	\$ 11,043,959	\$ 11,161,697
OTHER AGENCIES	784,033	872,970	1,103,731	1,103,731	1,103,731
RETIREE CONTRIBUTIONS	1,406,606	1,502,000	1,327,544	1,327,544	1,327,544
OTHER REVENUES	3,392	146	4,246	4,246	4,246
INSURANCE COMPANY REFUND/REIMB	2,113	3,240	240,000	240,000	240,000
APPROPRIATED FUND BALANCE	-	-	539,168	539,168	539,168
TOTAL	\$ 14,040,605	\$ 14,009,056	\$ 14,258,648	\$ 14,258,648	\$ 14,376,386

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
CITY CLAIMS	\$ 10,129,446	\$ 11,245,290	\$ 12,128,284	\$ 12,128,284	\$ 12,246,022
LIBRARY CLAIMS	161,018	166,687	230,602	230,602	230,602
CVA CLAIMS	80,527	74,426	58,218	58,218	58,218
HOUSING AUTHORITY CLAIMS	478,909	487,409	896,878	896,878	896,878
AIRPORT CLAIMS	212,819	226,833	195,338	195,338	195,338
RETIREE CLAIMS	1,213,317	1,327,649	653,383	653,383	653,383
OTHER EXPENSES	88,511	73,828	95,945	95,945	95,945
TOTAL	\$ 12,364,548	\$ 13,602,122	\$ 14,258,648	\$ 14,258,648	\$ 14,376,386



**VEHICLE REPLACEMENT FUND (VRF)
FOR FISCAL YEAR 2025 BUDGET**

The Vehicle Replacement Fund accounts for monies to fund the City's capital budget, for the replacement of vehicles. All vehicles/equipment maintained by the Fleet Maintenance Division of the Public Works Department are considered under this fund. This fund minimizes fluctuations in the annual budget for vehicle expenditures and establishes a manageable replacement cycle.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
SALE OF PROPERTY	\$ 182,580	\$ 38,426	\$ -	\$ -	\$ -
OTHER REVENUES	-	-	-	-	-
TRANSFER FROM CITY DEPARTMENTS	4,444,832	3,883,115	5,153,938	3,601,408	3,601,408
TRANSFER FROM GENERAL FUND	-	-	-	-	-
TRANSFER FROM SANITATION FUND	-	-	-	-	-
TOTAL	\$ 4,627,412	\$ 3,921,541	\$ 5,153,938	\$ 3,601,408	\$ 3,601,408

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
OPERATING	\$ (1,335,898)	\$ 1,293,644	\$ -	\$ -	\$ -
CAPITAL EQUIPMENT	4,235,275	1,869,625	5,153,938	3,601,408	3,601,408
DEPRECIATION	-	-	-	-	-
TOTAL	\$ 2,899,377	\$ 3,163,269	\$ 5,153,938	\$ 3,601,408	\$ 3,601,408

**FACILITIES IMPROVEMENT FUND (FIP)
FOR FISCAL YEAR 2025 BUDGET**

The Facilities Improvement Fund accounts for monies to fund deferred maintenance projects as outlined in the City's 10 Year Facilities Improvement Plan. The projects funded include facility operations projects that are overseen by the Public Works department as well as Parks and Recreation improvement projects that are overseen by the Parks and Recreation department. The fund was created back in fiscal year 2014-2015 through a \$0.01 increase in the ad valorem property tax rate. The fund receives funding through transfers from the General Fund in an amount needed to fund the annual budgeted projects.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
TRANSFER FROM GENERAL FUND	\$ 1,350,000	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
TRANSFER FROM CAPITAL RESERVE	-	-	-	-	-
MISCELLANEOUS REVENUE	-	-	-	-	-
TOTAL	\$ 1,350,000	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ORIGINAL	2024 ORIGINAL	2025 PROPOSED
CAPITAL IMPROVEMENT	\$ 1,791,667	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
OTHER EXPENSES	-	-	-	-	-
TOTAL	\$ 1,791,667	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000

**CAPITAL RESERVE FUND
FOR FISCAL YEAR 2025 BUDGET**

Capital Reserve Fund is a fund established to set aside and appropriate current funding to future capital projects. Routinely, the Council has transferred unassigned fund balance from the General Fund above the 25% Fund Balance policy into the Capital Reserve Fund to fund specifically identified projects as approved by Council.

SUMMARY OF REVENUES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
INVESTMENT EARNINGS	\$ 367	\$ 55	\$ 1,919	\$ -	\$ -
TRANSFER FROM GENERAL FUND	806,882	2,205,587	-	-	-
APPROPRIATED FUND BALANCE	-	-	-	-	-
TOTAL	\$ 807,249	\$ 2,205,642	\$ 1,919	\$ -	\$ -

SUMMARY OF EXPENSES	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL	2025 PROPOSED
TRANSFER TO GENERAL FUND	\$ -	\$ 605,587	\$ -	\$ -	\$ -
TRANSFER TO CAPITAL PROJECT FUND	-	-	-	-	-
TRANSFER TO FACILITIES IMPROVEMENT	250,000	140,487	-	-	-
TRANSFER TO DICKINSON PARKING	-	-	-	-	-
INCREASE IN RESERVE	-	-	-	-	-
TOTAL	\$ 250,000	\$ 746,074	\$ -	\$ -	\$ -

ORDINANCE NO. 24-xxx
CITY OF GREENVILLE, NORTH CAROLINA
2024-2025 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2024 and ending June 30, 2025:

GENERAL FUND		
Unrestricted Intergovernmental Revenues:		
Ad Valorem Taxes		
Current Year Taxes - Operations	\$ 44,224,004	
Prior Year's Taxes and Penalties	(556,000)	
Subtotal		43,668,004
Sales Tax	\$ 31,930,000	
Rental Vehicle Gross Receipts	177,000	
Video Programming & Telecommunication Services Tax	650,000	
Utilities Franchise Tax	6,900,000	
Motor Vehicle Tax	1,706,000	
Other Unrestricted Intergovernmental Revenues	905,000	
Subtotal		42,268,000
Restricted Intergovernmental Revenues:		
Restricted Intergovernmental Revenues	\$ 619,000	
Powell Bill - State allocation payment	2,400,000	
Subtotal		3,019,000
Licenses, Permits, & Fees:		
Other Licenses, Permits & Fees	\$ 5,545,000	
Subtotal		5,545,000
Sales and Services:		
Rescue Service Transport	\$ 3,500,000	
Parking Violation Penalties	275,000	
Leased Parking & Meters	350,000	
Subtotal		4,125,000
Other Revenues:		
Sale of Property	\$ -	
Other Revenues Sources	1,250,000	
Subtotal		1,250,000
Investment Earnings:		
Interest on Investments	\$ 3,600,000	
Subtotal		3,600,000
Other Financing Sources:		
Transfer from FEMA Fund	\$ -	
Transfer from Greenville Utilities Commission	8,594,000	
Subtotal		8,594,000
Fund Balance Appropriated:		
Appropriated Fund Balance - General	\$ 750,000	
Appropriated Fund Balance - Powell Bill	-	
Subtotal		750,000
TOTAL GENERAL FUND REVENUES		112,819,004

DEBT SERVICE FUND		
Occupancy Tax	\$	665,677
Transfer from General Fund		6,703,142
TOTAL DEBT SERVICE FUND		\$ 7,368,819
PUBLIC TRANSPORTATION FUND		
Grant Income	\$	4,059,974
Bus Fare / Ticket Sales		200,000
Other Revenues		59,500
Transfer from General Fund		775,000
TOTAL TRANSPORTATION FUND		\$ 5,094,474
FLEET MAINTENANCE FUND		
Fuel Markup	\$	1,804,460
Labor Fees		2,200,767
Parts Markup		1,738,362
Commercial Labor Markup		729,499
Other Revenue Sources		50,000
TOTAL FLEET MAINTENANCE FUND		\$ 6,523,088
SANITATION FUND		
Refuse Fees	\$	8,526,000
Cart and Dumpster		225,000
Other Revenues		103,600
Appropriated Fund Balance		638,350
TOTAL SANITATION FUND		\$ 9,492,950
STORMWATER MANAGEMENT UTILITY FUND		
Utility Fee	\$	11,284,300
Appropriated Fund Balance		2,230,258
TOTAL STORMWATER MANAGEMENT UTILITY FUND		\$ 13,514,558
COMMUNITY DEVELOPMENT HOUSING FUND		
CDBG Grant Income	\$	1,037,668
HOME Grant Income		565,103
Transfer from General Fund		372,827
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND		\$ 1,975,598
HEALTH FUND		
Employer Contributions - City of Greenville	\$	9,515,556
Employee Contributions - City of Greenville		1,646,123
Retiree Contributions - City of Greenville		1,327,544
Other Agencies		1,103,731
Other Revenues		4,246
Insurance Company Refund/Reimbursement		240,000
Appropriated Fund Balance		539,168
TOTAL HEALTH FUND		\$ 14,376,368

FACILITIES IMPROVEMENT FUND		
Transfer from General Fund	\$ 1,200,000	
TOTAL FACILITIES IMPROVEMENT FUND		<u>\$ 1,200,000</u>
VEHICLE REPLACEMENT FUND		
Sale of Property	\$ -	
Transfer from City Departments	3,601,408	
Appropriated Fund Balance	-	
TOTAL VEHICLE REPLACEMENT FUND		<u>\$ 3,601,408</u>
CAPITAL RESERVE FUND		
Transfer from General Fund	\$ -	
TOTAL CAPITAL RESERVE FUND		<u>\$ -</u>
TOTAL ESTIMATED CITY OF GREENVILLE REVENUES		<u>\$ 175,966,267</u>

SHEPPARD MEMORIAL LIBRARY FUND		
City of Greenville	\$ 1,436,706	
Pitt County	679,331	
Pitt County-Bethel/Winterville	12,000	
Town of Bethel	21,108	
Town of Winterville	176,921	
State Aid	235,790	
Desk/Copier Receipts	59,000	
Interest Income	40,160	
Other Revenues	39,000	
Greenville Housing Authority	13,261	
Grant - LSTA Planning Grant		
Capital Projects	460,450	
SML Fund Balance & Capital	59,864	
TOTAL SHEPPARD MEMORIAL LIBRARY FUND		<u>\$ 3,233,591</u>

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND		
Occupancy Tax (2%)	\$ 996,832	
Occupancy Tax (1%)	498,416	
Capital Reserve	300,000	
Investment Earnings	584	
Appropriated Fund Balance	110,000	
County ARPA Funds	150,000	
TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND		<u>\$ 2,055,832</u>

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

GENERAL FUND	
Mayor & City Council	\$ 606,254
City Manager	3,483,263
City Clerk	440,055
City Attorney	816,242
Human Resources	3,808,579
Information Technology	4,614,563
Engineering	5,931,869
Fire/Rescue	21,151,801
Financial Services	4,019,795
Police	32,399,318
Recreation & Parks	9,957,375
Public Works	7,902,870
Planning and Development	3,001,981
Neighborhood & Business Services	1,570,928
Other Post Employment Benefits	700,000
Contingency	40,000
Transfer to Other Funds	14,324,998
Indirect Cost Reimbursement	(1,950,887)
TOTAL GENERAL FUND	<u>\$ 112,819,004</u>
DEBT SERVICE FUND	
Debt Service	\$ 7,368,819
PUBLIC TRANSPORTATION FUND	
Public Transportation	\$ 5,094,474
FLEET MAINTENANCE FUND	
Fleet Maintenance	\$ 6,523,088
SANITATION FUND	
Sanitation Service	\$ 9,492,950

STORMWATER MANAGEMENT UTILITY FUND

Stormwater Management \$ 13,514,558

COMMUNITY DEVELOPMENT HOUSING FUND

Community Development Housing / CDBG \$ 1,975,598

HEALTH FUND

Health Fund \$ 14,376,368

FACILITIES IMPROVEMENT FUND

Facilities Improvement Fund \$ 1,200,000

VEHICLE REPLACEMENT FUND

Vehicle Replacement Fund \$ 3,601,408

CAPITAL RESERVE FUND

Transfer from General Fund	\$ -	
TOTAL CAPITAL RESERVE FUND		\$ -

TOTAL CITY OF GREENVILLE APPROPRIATIONS \$ 175,966,267

SHEPPARD MEMORIAL LIBRARY FUND

Sheppard Memorial Library	\$ 3,233,591
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PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

Pitt-Greenville Convention and Visitors Authority	\$ 2,055,832
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Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders of June 30, 2024, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Revenue Neutral Tax Rate. A general reappraisal of real property was conducted and is effective January 1, 2024. In accordance with General Statutes 159-11 the revenue-neutral property tax rate was calculated to be 36.85 cents per one hundred dollars (\$100) valuation.

Section V: Taxes Levied. There is hereby levied a tax rate of 39.54 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2025 as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section VI: Salaries.

(a) Salaries of Elected Officials. The annual salaries of the Mayor, Mayor Pro-Tem, and other members of the City Council shall be as follows:

Mayor	\$	13,900
Mayor Pro-Tem	\$	9,600
Council Members	\$	8,700

(b) Salary Cap of Greenville Utilities Commission Members. Pursuant to Section 4 of the Charter of the Greenville Utilities Commission of the City of Greenville, the monthly salaries of the members of the Greenville Utilities Commission shall not exceed the following caps:

Chair	\$	350
Member	\$	200

Section VII: Amendments

(a) Pursuant to the General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the City Manager is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the City Council at its regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the City Manager may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the City Council as soon as possible, and the appropriate budget amendments are submitted at the next regular meeting.

Section VIII: The Manual of Fees, dated July 1, 2024, is adopted herein by reference.

Section IX: Motor Vehicle Tax.

(a) Pursuant to provisions of General Statute 20-97 (b1) and Section 10-3-1 of the Code of Ordinances, City of Greenville, an annual motor vehicle tax in the amount of thirty dollars (\$30) is hereby levied upon any vehicle resident in the city.

Section X: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2024-2025 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section XI: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

Section XII: Distribution. Copies of this ordinance shall be furnished to the City Manager and Director of Financial Services of the City of Greenville to be kept on file by them for their direction in disbursement of funds.

ADPOTED this the 13th day of June, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



Greenville Utilities Commission Board of Commissioners
Greenville City Council
Customers of Greenville Utilities

Ladies and Gentlemen:

Greenville Utilities Commission (GUC) is pleased to present the FY 2024-25 Budget that was developed using the values and objectives identified in our “Blueprint – GUC’s Strategic Plan.” Our mission is to enhance the quality of life for those we serve by safely providing reliable utility solutions at the lowest reasonable cost, with exceptional customer service in an environmentally responsible manner. It is not merely a statement but a guiding principle that drives every facet of our operations. Furthermore, we strive to energize, empower, and engage both our employees and the community we serve to foster a culture of collaboration and innovation, ensuring sustainable progress for economic growth.

At GUC, we go beyond the conventional scope of utility services. We proudly offer retail electric, water, sewer, and natural gas services, alongside wholesale water and sewer services for neighboring communities. Our ability to provide such a wide range of utility services is a testament to our versatility and commitment to serving the evolving needs of our community, which sets us apart from many other utilities across the country.

Executive Summary

The Commission’s budget maintains several key financial metrics including debt-service coverage ratios, fund balance (as defined by the NC Local Government Commission), and days cash on hand. These metrics are reviewed for each fund and at the enterprise level. Maintaining these metrics at the fund level ensures the long-term sustainability of GUC to continue meeting its mission and future financial objectives.

Guiding all budgetary decisions is GUC’s Strategic Plan, which emphasizes our commitment to providing exceptional service while maintaining a viable financial position. The Commission utilizes Key Performance Indicators at the corporate level on a consistent basis to monitor our effectiveness in implementing the objectives identified in the Strategic Plan. Therefore, GUC’s budget goals are designed to achieve the following:

- Safely provide reliable utility solutions at the lowest reasonable cost
- Provide exceptional customer service in an environmentally responsible manner
- Position GUC to achieve greater efficiencies
- Continue to meet regulatory requirements
- Minimize rate increases
- Avoid future rate shock

- Maintain Key Performance Indicators for each fund
- Be operationally and financially prepared for emergency situations
- Be prepared for growth and expansion opportunities
- Preserve and/or improve bond ratings
- Support economic development in our community

The balancing process for the budget addressed several areas, including the review and analysis of the following:

- The ability for all four funds to be self-supporting on a sustained basis
- Continued investment in infrastructure
- Appropriate timing of expenditures for capital projects
- Revenues
- Personnel and staffing
- Cost-saving opportunities
- The updated financial models, with a focus on keeping rates as affordable as possible, while maintaining financial stability

Highlights of the FY 2024-25 proposed budget are listed below:

- Expenditures budgeted for FY 2024-25 have increased by 2.6%, or \$7.7M, when compared to the FY 2023-24 budget. Key points are:
 - \$7.9M increase in operations
 - \$3.9M increase in purchased power
 - \$300K decrease in capital outlay
 - \$7.5M decrease in purchased gas
 - \$1.5M increase in debt service
 - \$1.5M increase in City turnover
 - \$150K increase in transfers to capital projects
 - \$900K increase in transfers to rate stabilization fund
- 3.8% base rate increase for the Electric Fund, a 0.5% increase from last year's forecast
- 0.0% retail rate increase for the Water Fund, a 3.0% reduction from last year's forecast
- 7.5% firm wholesale rate increase for the Water Fund
- 5.1% rate increase for the Sewer Fund, a 1.4% increase from last year's forecast
- 0.0% rate increase for the Gas Fund, a 5.3% decrease from last year's forecast
- Funding for a 4.0% employee merit/market adjustment
- Transition 401k contribution from fixed amount to percentage of salary
- Continuation of a self-insured health insurance plan which includes a high deductible Health Savings Account option
- Continuation of self-insured dental insurance plan

- Funding to hire replacements prior to the retirement of key personnel to facilitate succession planning, leverage the knowledge and experience of long-term employees for training on critical issues and ensure smooth transitions
- Continuation of investment in the Greenville ENC Alliance to promote economic development in our region
- Transfer of \$500K to Other Post-Employment Benefits (OPEB)
- Transfer of \$150K to the City Energy Efficiency Partnership
- Continued 50% funding of City’s Job Creation Grant
- Investment of \$16.6M for capital outlay to maintain system reliability and comply with regulatory requirements
- Annual turnover or transfer of \$8.7M to the City of Greenville in accordance with the Charter issued by the North Carolina General Assembly

Highlights of the FY 2024-25 capital budget are listed below:

- GUC continues to make investments in capital projects to maintain reliability, meet ongoing regulatory requirements, and remain strategically positioned to facilitate growth. To that end, in FY 2024-25, GUC will be establishing capital projects totaling \$22.5M.

Key Factors Affecting the FY 2024-25 Budget

As the Commission begins its 119th year of providing utility services, many challenges and opportunities present themselves regarding the development of the budget.

Commodity Costs

The largest expenditures in the FY 2024-25 budget are for the purchased commodities of electricity and natural gas. Ensuring a constant, steady, and reasonably priced supply of power and natural gas is one of the most important challenges.

The supply of electricity is influenced by many factors including the cost of fuel for generation, the availability of that supply, and other economic and international events. Power supply can often be impacted by outages at nuclear plants, unplanned maintenance and repairs for reactors and generators, and price fluctuations in fossil fuels. The delivery of electricity to the Commission through long transmission lines can be impacted by damages caused by weather or other factors.

The supply of natural gas for the Commission, which is primarily dependent on sources located in the Gulf of Mexico, offers challenges as well. Weather is always a factor in the delivery of utility services. Events, such as hurricanes and winter storms, can impact the flow of natural gas to our area and can result in higher purchase prices and delivery costs for the commodity. Interruptions or price spikes impact costs and can also impact revenues as consumers often use less gas as prices rise.

To address these issues, the Commission has entered into contracts to receive and provide a constant and steady supply of electricity. Additionally, at several customer sites, there are peak-shaving generators the utility uses to offset periods of heavy load. Mutual aid contracts are in place with other utilities to offer assistance when major weather events cause disruptions.

The Gas Fund operates a liquefied natural gas plant to inject natural gas into the system during periods of high usage. This fuel is shipped to the plant by truck and may provide an alternative for a portion of customer demand, as needed.

Change in Rates

To support GUC's efforts to continue to provide exceptional customer service while maintaining key financial performance metrics, several rate increases are necessary for FY 2024-25 implementation. Monthly bills for residential electric customers using 1,000 kilowatt hours (kWh) will increase 3.8%. The firm wholesale water rate will increase 7.5%. The typical residential sewer customer bill will increase 5.1%. No rate increases are proposed for retail water or gas customers.

Capital Investment

The Commission serves more than 170,000 customer connections across all four operating funds. As local economic development continues to grow in our service areas, our operating systems are gearing up to meet the rising demands. The continuous expansion of our customer base necessitates proactive measures to enhance the capacities of our systems. This includes infrastructure and capacity expansions, and increased investments in capital spending. Capital spending, and the associated debt required to finance strategic investments in infrastructure, influence our budgeting process and impact rates for all funds.

The Commission's capital improvements planning and project prioritization program supports department level project planning and enables the assessment of each project's alignment with the Commission's long-term vision and strategic plan. Strategic alignment considerations include the enhancement of safety and customer service, promoting the lowest reasonable cost of service, and supporting growth as a regional utility. Functional considerations include asset criticality, reliability, and capacity, and financial evaluations are utilized to determine project impact on revenues, operations, and maintenance costs. As part of the annual budget process, five-year financial, capital spending, and capital funding plans are prepared to identify spending needs, planned sources, and scheduling of funding.

To support future growth in our service area, Hudson's Crossroads Substation is being constructed on Black Jack Simpson Road. This new substation is scheduled to be completed in 2025, providing relief for the existing Simpson substation. This substation will be included in the transmission loop which supplies power to all of the distribution substations on the system. If a transmission line is damaged and the flow of power to one of the distribution substations is lost, power can be re-routed from the other point of delivery (POD) substations through the transmission loop. This enables our customers to continue to receive power until the problem is resolved.

The Commission is embarking on the development of a community solar facility, representing a significant milestone in the Commission’s journey towards cleaner energy. The 500-kilowatt (kW) community solar facility will provide an option for customers that are interested in renewable energy but are not able to install solar panels at their home. The facility will be located at GUC’s Liquefied Natural Gas (LNG) site, ensuring strategic placement and seamless integration with existing infrastructure. The anticipated completion date is September 2025.

As part of the Water Distribution System Improvements project, a 1.5-million-gallon water tank will be constructed on the west side of Greenville along Allen Road. By increasing our water capacity, GUC will be able to accommodate anticipated growth and development in the area.

Construction has begun on the replacement and addition of clarifiers at the Wastewater Treatment Plant (WWTP). This project includes the installation of two new 125-foot diameter clarifiers at the South Plant. These clarifiers will not only restore current capacity but will also provide increased capacity to support future growth.

Expansion continues on the LNG Plant. This project will be completed in three phases. This first phase will include two 70,000-gallon cryogenic storage tanks and spill containment. The expansion will allow the Commission to reduce its reliance on trucked liquefied natural gas during peak period demands.

Supply Chain Issues/Price Inflation

Amid ongoing challenges in the supply chain and escalating prices, the Commission has taken proactive measures to safeguard our ability to deliver exceptional customer service at the lowest reasonable cost. Initiatives have included the addition of two mobile warehouse units set up at substations, which enhanced our capacity of sufficient supplies.

Personnel Funding

Recognizing that our employees are our most valuable asset, the Commission is committed to ensuring a smooth transition into the future. In line with our objective to retain an exceptional, motivated, diverse, and agile workforce, GUC adopted the iLead program to engage employees who show potential for supervisory and management positions within the next decade. Through targeted training and mentorship, participants in the program are empowered with the skills and knowledge needed to lead with confidence and effectiveness, thereby energizing our leadership pipeline for the challenges ahead.

The iGrow program was designed to cultivate a diverse pool of talented individuals eligible to earn a North Carolina Certification as a water treatment plant or wastewater treatment plant operator. Through this program, operators have access to on-the-job training opportunities and North Carolina Rural Water Association (NCRWA) Certification classes, empowering them to take charge of their own career growth and development.

Operational Excellence

Federal, State, and local regulations continue to significantly impact all aspects of the Commission's operating funds, posing both challenges and opportunities for achieving excellence in our operations. Regulations governing the siting and construction of new generation plants, reliability standards, homeland security measures, employee safety protocols, renewable resource mandates, and quality standards all impact our operating costs and rate strategies.

To address emerging cybersecurity threats, the Commission's Information Technology department performs continuous review and tuning of training, processes, and technology. All employees are required to participate in robust and comprehensive cybersecurity training. Advanced technologies have been implemented to detect, defend, and mitigate the effects of cybersecurity threats. Quarterly exercises are also performed to evaluate and test the Commission's ability to defend against and react to both physical and cybersecurity threats.

These initiatives not only fortify our operational efficiency but also reflect our ongoing dedication to energizing and empowering our workforce to meet the evolving challenges head-on, ensuring sustained engagement with our community.

Awards

The Commission received recognition from Electricities of North Carolina for outstanding performance in supporting the mission of delivering excellent customer service and adding value to the Greenville region. The five awards of excellence included Future-focused, Strengthen Public Power, Provide Superior Power, Customer-centered Innovation, and People. This is the 18th year in a row that GUC has won Awards of Excellence.

In 2024, GUC's Electric Department received the American Public Power Association's (APPA) Reliable Public Power Provider (RP3) Platinum Designation, for providing customers with safe and reliable electric service. Public power utilities must demonstrate proficiency in reliability, safety, workforce development, and system improvement. The Commission's overall system reliability is at 99.9%, which is a testament to the quality work our employees do every day. The designation is good for three years.

The Commission once again earned the Smart Energy Provider (SEP) designation from the APPA in 2022 for demonstrating commitment to and proficiency in energy efficiency, distributed generation, and environmental initiatives that support a goal of providing low-cost, quality, safe, and reliable electric service. The SEP designation, which lasts for two years, recognizes public power utilities for demonstrating leading practices in four key disciplines: smart energy program structure, energy efficiency and distributed energy programs, environmental and sustainability initiatives, and the customer experience. In total, 90 public power utilities nationwide hold the SEP designation.

For the 8th year in a row, our Water Treatment Plant (WTP) has received the prestigious North Carolina Area Wide Optimization Award (AWOP). The NC Division of Water Resources has included the Commission among the 72 out of 157 water treatment plants in the State honored for surpassing federal and state drinking water standards in 2022. The award recognition is a state effort to enhance the performance of existing surface water treatment facilities.

The WWTP “Smooth Operators” team competed at the 22nd annual Operations Challenge at the NC One Water conference and came in second for the Division 1 Collections Event. The team was also recognized for progressing to the top Division faster than any team in Operations Challenge history, making it from Division 3 to Division 1 in just three years. These events are designed to test the diverse skills required for the operation and maintenance of wastewater facilities, collection systems, and laboratories. The WWTP staff were also presented with the Wastewater Treatment Plant Operations and Maintenance Excellence Award, honoring the wastewater plant personnel who serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater treatment facility.

GUC’s Public Information Office received a first-time award, Excellence in Public Power Communications, from the APPA in the print and digital category. Awards were given to those who showed ingenuity and creativity in telling their stories through outstanding copy, design, graphics, social media engagement, and video editing.

The Commission places a high value on employee safety, prioritizing working safely and keeping their customers safe. Each year, staff from various departments attend the NC Department of Labor (NCDOL) and Greenville-Pitt County Chamber of Commerce’s annual Safety Banquet to recognize the Commission’s safety record, along with other local businesses. In all, the Commission was honored with nine safety awards in 2023. Gold Level Awards were presented to companies with days away from work, job transfers, or restricted time rates at least 50% below industry average. Awards at this level went to WWTP (16th year), Customer Relations (10th year), WTP (6th year), Express Office (3rd year), Administration (2nd year), Administration Building (2nd year), Finance (2nd year), Information Technology (2nd year), and Meter (2nd year). NCDOL’s Safety Awards Program was established in 1946 and recognizes private and public firms throughout the state that maintain good safety records.

The Government Finance Officers Association of the United States and Canada (GFOA) presented the Distinguished Budget Presentation Award to GUC for its annual budget for the fiscal year beginning July 1, 2023. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, an operations guide, a financial plan, and a communications device. GUC has received this award for the past eight years. The Commission also earned the GFOA Certificate of Achievement for Excellence in Financial Reporting for the 14th consecutive year. The purpose of the Annual

Comprehensive Financial Report (ACFR) is to prepare financial reports of the highest quality for the benefit of its citizens and other parties with a vital interest in the Commission’s finances. The Popular Annual Financial Report (PAFR), a simplified, abbreviated version of the ACFR, received the GFOA Award for Outstanding Achievement in Popular Annual Financial Reporting for the eight consecutive year.

For the 13th year in a row, the Commission’s Purchasing division received the Sustained Professional Purchasing Award (SPPA), presented by the Carolinas Association of Governmental Purchasing (CAGP). GUC is one of 15 member agencies throughout North Carolina and South Carolina to receive this designation for fiscal year 2023.

Economic Development & Community Involvement

GUC maintains its commitment to supporting growth and economic development initiatives throughout the City of Greenville and Pitt County. The Commission continues to be a sustaining member of the public-private partnership Greenville ENC Alliance to promote economic development in our community.

The Commission continues to be a leader in the community by participating in community-sponsored events such as PirateFest, Freeboot Friday, and job fairs at our local Pitt County high schools. The Electric Department participates in the local Tradesformers program, which is a youth apprenticeship program designed to connect high school students with growing industry trades in our area. GUC also participates in the STEM Outreach Program, which focuses on educating schools and colleges about the diverse set of science, technology, engineering, and math (STEM) careers that the Commission offers. The Commission’s Customer Relations department continues to donate blankets and fans to provide relief during the winter and summer months for local residents in need. GUC’s United Way committee raised over \$37,500 in its most recent campaign to create lasting changes that benefit seniors, families, and children in our community. The Commission is also a member of the Greenville-Pitt County Chamber of Commerce and actively participates in chamber-related events.

SUMMARY

The FY 2024-25 balanced budget was developed with the staff’s best effort to control costs, while continuing to provide a high level of service to GUC’s customers. Not only is the budget balanced for the near term, it also includes key components to position GUC for long-term sustainability. We are committed to upholding our mission of safely providing reliable utility solutions at the lowest reasonable cost, with exceptional customer service in an environmentally responsible manner. Together, let us continue to energize, empower, and engage our communities, building a brighter and more sustainable future for generations to come.

On behalf of the entire staff at GUC, I am pleased to present this budget for FY 2024-25.

A handwritten signature in black ink, appearing to read "Anthony C. Cannon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anthony C. Cannon
General Manager/CEO

ORDINANCE NO. 24-_____

CITY OF GREENVILLE, NORTH CAROLINA

2024-25 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2024, and ending June 30, 2025, to meet the subsequent expenditures, according to the following schedules:

	<u>Revenues</u>		<u>Budget</u>
A.	<u>Electric Fund</u>		
	Rates & Charges	\$192,291,177	
	Fees & Charges	2,118,901	
	Miscellaneous	4,458,472	
	Interest on Investments	839,892	
	Bond Proceeds	295,380	
	Transfer from Rate Stabilization	6,000,000	
	Total Electric Fund Revenue		\$206,003,822
B.	<u>Water Fund</u>		
	Rates & Charges	\$26,433,136	
	Fees & Charges	503,323	
	Miscellaneous	220,696	
	Interest on Investments	151,270	
	Bond Proceeds	58,725	
	Total Water Fund Revenue		\$27,367,150
C.	<u>Sewer Fund</u>		
	Rates & Charges	\$25,806,395	
	Fees & Charges	443,161	
	Miscellaneous	139,037	
	Interest on Investments	145,578	
	Bond Proceeds	210,975	
	Total Sewer Fund Revenue		\$26,745,146
D.	<u>Gas Fund</u>		
	Rates & Charges	\$41,348,067	
	Fees & Charges	176,023	
	Miscellaneous	114,393	
	Interest on Investments	256,894	
	Bond Proceeds	215,550	
	Total Gas Fund Revenue		\$42,110,927
	Total Revenues		\$302,227,045

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2024, and ending on June 30, 2025, according to the following schedules:

<u>Expenditures</u>		<u>Budget</u>
Electric Fund	\$206,003,822	
Water Fund	27,367,150	
Sewer Fund	26,745,146	
Gas Fund	42,110,927	
Total Expenditures		\$302,227,045

Section III. Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2024.

(a) It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2024.

<u>Capital Projects Revenues</u>	<u>Budget</u>
Electric Fund - Capital Projects Fund Balance	\$425,000
Electric Fund - Long-Term Debt Proceeds	14,475,000
Water Fund - Capital Projects Fund Balance	2,775,000
Water Fund - Long-Term Debt Proceeds	2,070,000
Sewer Fund - Capital Projects Fund Balance	975,000
Sewer Fund - Long Term Debt Proceeds	1,370,000
Gas Fund - Capital Projects Fund Balance	425,000
 Total Revenues	 <u><u>\$22,515,000</u></u>

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2024.

<u>Capital Projects Expenditures</u>	<u>Budget</u>
FCP10245 Admin HVAC Upgrades	\$1,700,000
ECP10264 10 MW Peak Shaving Generator Plant	13,375,000
ECP10265 Radial Substation Conversion	1,100,000
WCP10044 COG BUILD Grant - 5th Street	2,650,000
WCP10045 NCDOT 14th Street	45,000
WCP10046 NCDOT Allen Road	10,000
WCP10047 NCDOT Corey and Worthington	150,000
WCP10048 NCDOT Firetower/Portertown	65,000
WCP10049 WTP Lagoon and Impoundment Improvements	1,500,000
SCP10249 COG BUILD Grant - 5th Street	1,750,000
SCP10250 NCDOT Allen Road	10,000
SCP10251 NCDOT Firetower/Portertown	125,000
SCP10252 NCDOT 14th Street	25,000
SCP10253 NCDOT Corey and Worthington	<u>10,000</u>
 Total Capital Projects Expenditures	 <u><u>\$22,515,000</u></u>

Section IV: Amendments.

(a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

Section VI: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 13th day of June, 2024.

Attest:

P. J. Connelly, Mayor

Valerie Shiuwegar, City Clerk

ALL FUNDS

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 264,630,965	\$ 278,321,560	\$ 268,466,344	\$ 285,878,775
Fees & Charges	2,655,656	2,342,250	2,615,507	2,569,394
U. G. & Temp. Ser. Chgs.	443,695	440,000	953,092	672,014
Miscellaneous	4,438,015	2,413,860	8,204,838	4,932,598
Interest on Investments	2,021,103	815,000	1,884,090	1,393,634
FEMA/Insurance Reimbursement	-	-	47,783	-
Bond Proceeds	375,396	-	-	780,630
Transfer from Capital Projects	366,391	-	-	-
Transfer from Rate Stabilization	5,820,000	10,200,000	7,500,000	6,000,000
	\$ 280,751,221	\$ 294,532,670	\$ 289,671,654	\$ 302,227,045

EXPENDITURES:

Operations	\$ 84,249,148	\$ 87,406,176	\$ 89,584,894	\$ 95,254,052
Purchased Power	123,403,756	136,930,058	132,618,781	140,868,151
Purchased Gas	27,998,811	28,070,700	20,102,157	20,591,544
Capital Outlay	17,642,747	16,873,680	15,798,125	16,608,922
Debt Service	12,828,919	14,853,005	14,855,555	16,333,917
City Turnover - General	6,059,368	6,180,555	7,204,587	7,564,107
Street Light Reimbursement	1,032,061	959,977	1,085,555	1,100,743
Transfer to OPEB Trust	500,000	500,000	500,000	500,000
Transfer to Rate Stabilization	1,000,000	-	1,650,000	900,000
Transfer to Capital Projects	4,595,000	2,200,000	5,800,000	2,350,000
Operating Contingencies	-	558,519	472,000	155,609
	\$ 279,309,810	\$ 294,532,670	\$ 289,671,654	\$ 302,227,045

ELECTRIC FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 169,332,514	\$ 182,903,800	\$ 176,563,019	\$ 192,291,177
Fees & Charges	1,458,346	1,310,000	1,265,929	1,476,802
U. G. & Temp. Ser. Chgs.	423,395	420,000	907,118	642,099
Miscellaneous	2,887,073	2,007,564	6,044,668	4,458,472
Interest on Investments	1,235,557	530,000	1,136,437	839,892
FEMA/Insurance Reimbursement	-	-	47,783	-
Bond Proceeds	287,613	-	-	295,380
Transfer from Capital Projects	3,323	-	-	-
Transfer from Rate Stabilization	5,820,000	7,800,000	7,500,000	6,000,000
	\$ 181,447,821	\$ 194,971,364	\$ 193,464,954	\$ 206,003,822

EXPENDITURES:

Operations	\$ 34,414,049	\$ 36,393,624	\$ 37,149,441	\$ 40,486,575
Purchased Power	123,403,756	136,930,058	132,618,781	140,868,151
Capital Outlay	13,150,742	10,926,900	10,547,593	12,236,818
Debt Service	4,776,459	4,782,256	4,782,500	5,520,685
City Turnover - General	4,356,852	4,443,989	5,285,203	5,488,749
Street Light Reimbursement	1,032,061	959,977	1,085,555	1,100,743
Transfer to OPEB Trust	275,000	275,000	275,000	275,000
Transfer to Capital Projects	-	-	1,600,000	-
Operating Contingencies	-	259,560	120,881	27,101
	\$ 181,408,919	\$ 194,971,364	\$ 193,464,954	\$ 206,003,822

WATER FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 24,649,560	\$ 26,171,128	\$ 25,985,473	\$ 26,433,136
Fees & Charges	462,660	430,000	608,219	473,408
U. G. & Temp. Ser. Chgs.	20,300	20,000	45,974	29,915
Miscellaneous	869,106	239,000	677,754	220,696
Interest on Investments	215,102	100,000	197,136	151,270
Bond Proceeds	18,635	-	-	58,725
Transfer from Cap Projects	113,464	-	-	-
	\$ 26,348,827	\$ 26,960,128	\$ 27,514,556	\$ 27,367,150
EXPENDITURES:				
Operations	\$ 19,202,002	\$ 18,779,372	\$ 19,416,788	\$ 19,999,308
Capital Outlay	1,130,177	1,966,250	1,733,775	1,631,979
Debt Service	2,249,711	4,405,043	4,386,615	4,639,167
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Capital Projects	2,860,000	1,600,000	1,850,000	950,000
Operating Contingencies	-	134,463	52,378	71,696
	\$ 25,516,890	\$ 26,960,128	\$ 27,514,556	\$ 27,367,150

SEWER FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 24,237,206	\$ 24,729,081	\$ 24,518,881	\$ 25,806,395
Fees & Charges	564,459	420,250	573,260	443,161
Miscellaneous	263,425	92,250	687,497	139,037
Interest on Investments	204,009	85,000	190,382	145,578
Bond Proceeds	69,148	-	-	210,975
Transfer from Capital Projects	142,007	-	-	-
	\$ 25,480,254	\$ 25,326,581	\$ 25,970,020	\$ 26,745,146

EXPENDITURES:

Operations	\$ 17,956,079	\$ 18,645,956	\$ 19,111,454	\$ 20,082,187
Capital Outlay	1,958,980	1,434,130	1,482,832	1,268,582
Debt Service	4,601,404	4,492,110	4,512,903	4,779,511
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Capital Projects	735,000	600,000	700,000	500,000
Operating Contingencies	-	79,385	87,831	39,866
	\$ 25,326,463	\$ 25,326,581	\$ 25,970,020	\$ 26,745,146

GAS FUND

	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
REVENUE:				
Rates & Charges	\$ 46,411,685	\$ 44,517,551	\$ 41,398,971	\$ 41,348,067
Fees & Charges	170,191	182,000	168,099	176,023
Miscellaneous	418,411	75,046	794,919	114,393
Interest on Investments	366,435	100,000	360,135	256,894
Bond Proceeds	-	-	-	215,550
Transfer from Capital Projects	107,597	-	-	-
Transfer from Rate Stabilization	-	2,400,000	-	-
	\$ 47,474,319	\$ 47,274,597	\$ 42,722,124	\$ 42,110,927

EXPENDITURES:

Operations	\$ 12,677,018	\$ 13,587,224	\$ 13,907,211	\$ 14,685,982
Purchased Gas	27,998,811	28,070,700	20,102,157	20,591,544
Capital Outlay	1,402,848	2,546,400	2,033,925	1,471,543
Debt Service	1,201,345	1,173,596	1,173,537	1,394,554
City Turnover - General	1,702,516	1,736,566	1,919,384	2,075,358
Transfer to OPEB Trust	75,000	75,000	75,000	75,000
Transfer to Rate Stabilization	1,000,000	-	1,650,000	900,000
Transfer to Capital Projects	1,000,000	-	1,650,000	900,000
Operating Contingencies	-	85,111	210,910	16,946
	\$ 47,057,538	\$ 47,274,597	\$ 42,722,124	\$ 42,110,927

GREENVILLE UTILITIES COMMISSION
BUDGET BY DEPARTMENT
2024-2025

Department	Electric	Water	Sewer	Gas	Total
Governing Body and Administration	1,025,700	1,025,700	1,025,700	1,025,701	4,102,801
Finance	8,338,617	2,871,832	2,711,554	2,957,322	16,879,325
Human Resources	2,067,048	1,109,147	1,058,733	806,652	5,041,580
Information Technology	4,280,810	1,356,871	1,356,872	1,530,001	8,524,554
Customer Relations	4,327,094	270,441	270,444	540,886	5,408,865
Developmental Activities	1,093,816	-	-	-	1,093,816
Electric Department	28,976,783	-	-	-	28,976,783
Shared Resources	108,500	51,500	47,000	53,000	260,000
Meter	2,161,308	589,445	589,446	589,446	3,929,645
Water Department	-	14,013,493	-	-	14,013,493
Sewer Department	-	-	13,947,029	-	13,947,029
Gas Department	-	-	-	8,309,858	8,309,858
Utility Locating Service	346,482	346,483	346,481	346,479	1,385,925
Ancillary	153,277,664	5,732,238	5,391,887	25,951,582	190,353,371
Grand Total	206,003,822	27,367,150	26,745,146	42,110,927	302,227,045

2023-2024

Department	Electric	Water	Sewer	Gas	Total
Governing Body and Administration	1,382,760	862,760	862,760	862,760	3,971,040
Finance	9,386,013	2,591,960	2,501,324	2,825,044	17,304,341
Human Resources	1,831,958	983,002	938,320	714,910	4,468,190
Information Technology	4,109,550	1,237,547	1,237,547	1,409,910	7,994,554
Customer Relations	4,070,614	295,663	300,663	501,327	5,168,267
Developmental Activities	791,465	-	-	-	791,465
Electric Department	23,143,828	-	-	-	23,143,828
Shared Resources	184,750	80,250	72,000	83,000	420,000
Meter	1,989,793	542,671	542,671	542,671	3,617,806
Water Department	-	13,721,131	-	-	13,721,131
Sewer Department	-	-	13,193,033	-	13,193,033
Gas Department	-	-	-	8,763,028	8,763,028
Utility Locating Service	433,023	433,023	433,023	433,023	1,732,092
Ancillary	147,647,610	6,212,121	5,245,240	31,138,924	190,243,895
Grand Total	194,971,364	26,960,128	25,326,581	47,274,597	294,532,670

**GREENVILLE UTILITIES COMMISSION
EXPENDITURES BY DEPARTMENT**

Department	FY 2023 Actual	FY 2024 Budget	FY 2024 Projected	FY 2025 Budget
Governing Body and Administration	3,697,161	3,971,040	3,951,460	4,102,801
Finance	15,659,836	17,304,341	17,202,500	16,879,325
Human Resources	3,677,257	4,468,190	4,461,048	5,041,580
Information Technology	7,152,572	7,994,554	8,446,981	8,524,554
Customer Relations	4,146,786	5,168,267	5,120,828	5,408,865
Development Activities	757,508	791,465	1,003,323	1,093,816
Electric Department	25,933,910	23,143,828	23,578,173	28,976,783
Shared Resources	441,316	420,000	206,800	260,000
Meter	3,589,696	3,617,806	3,542,137	3,929,645
Water Department	13,906,989	13,721,131	14,113,139	14,013,493
Sewer Department	13,613,252	13,193,033	13,572,331	13,947,029
Gas Department	7,519,227	8,763,028	8,511,597	8,309,858
Utility Locating Service	1,939,733	1,732,092	1,687,668	1,385,925
Ancillary	177,274,567	190,243,895	184,273,669	190,353,371
Total	279,309,810	294,532,670	289,671,654	302,227,045

**RESOLUTION RECOMMENDING TO THE CITY COUNCIL
ADOPTION OF A RESOLUTION PROVIDING FOR THE
REIMBURSEMENT TO THE GREENVILLE UTILITIES COMMISSION,
OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC
DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE
PROCEEDS OF ONE OR MORE FINANCING(S) FOR THE EXPENDITURE OF
FUNDS FOR CERTAIN IMPROVEMENTS TO THE COMBINED ENTERPRISE
SYSTEM**

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

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

WHEREAS, the Commission has identified certain improvements (the "Additional Improvements") to the Combined Enterprise System that have been and must be funded from available funds pending reimbursement from the proceeds of Debt to be issued for such purposes;

WHEREAS, the Additional Improvements consist of HVAC upgrades, NCDOT projects, a radial substation conversion, a peak shaving generator plant, and lagoon and impoundment improvements; now, therefore,

BE IT RESOLVED BY THE GREENVILLE UTILITIES COMMISSION as follows;

1. The City is hereby requested to give favorable consideration to and pass the proposed resolution, which resolution (the "Reimbursement Resolution") effectively would provide for the reimbursement to the Commission from the proceeds of one or more Debt financing(s) (estimated to be \$22,515,000) for certain expenditures for the Additional Improvements made not more than 60 days prior to the adoption of the Reimbursement Resolution, the Commission having determined that such adoption will be in the best interests of the Combined Enterprise System.

2. This resolution shall take effect immediately upon its passage, and a certified copy thereof shall be provided to the City Clerk for presentation to the City Council at its next regularly scheduled meeting.

Adopted this the 13th day of June, 2024.

Peter Geiger, Chair

ATTEST:

Ferrell Blount
Secretary

APPROVED AS TO FORM:

Phillip R. Dixon
General Counsel

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

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

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

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

WHEREAS, the Additional Improvements consist of HVAC upgrades, NCDOT projects, a radial substation conversion, a peak shaving generator plant, and WTP lagoon and impoundment improvements; and

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

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

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

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

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$22,515,000.

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

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

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

Adopted this the 13th day of June, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

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

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 13, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this 13th day of June, 2024.

City Clerk

[SEAL]

**RESOLUTION RECOMMENDING TO THE CITY COUNCIL
ADOPTION OF A RESOLUTION PROVIDING FOR THE
REIMBURSEMENT TO THE GREENVILLE UTILITIES COMMISSION,
OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC
DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE
PROCEEDS OF ONE OR MORE FINANCING(S) FOR THE EXPENDITURE OF
FUNDS FOR CERTAIN IMPROVEMENTS TO THE COMBINED ENTERPRISE
SYSTEM**

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

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

WHEREAS, the Commission has identified certain improvements (the "Additional Improvements") to the Combined Enterprise System that have been and must be funded from available funds pending reimbursement from the proceeds of Debt to be issued for such purposes;

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket and utility trucks and trailers) and other related equipment; now, therefore,

BE IT RESOLVED BY THE GREENVILLE UTILITIES COMMISSION as follows;

1. The City is hereby requested to give favorable consideration to and pass the proposed resolution, which resolution (the "Reimbursement Resolution") effectively would provide for the reimbursement to the Commission from the proceeds of one or more Debt financing(s) (estimated to be \$1,965,000) for certain expenditures for the Additional Improvements made not more than 60 days prior to the adoption of the Reimbursement Resolution, the Commission having determined that such adoption will be in the best interests of the Combined Enterprise System.

2. This resolution shall take effect immediately upon its passage, and a certified copy thereof shall be provided to the City Clerk for presentation to the City Council at its next regularly scheduled meeting.

Adopted this the 13th day of June, 2024.

Peter Geiger, Chair

ATTEST:

Ferrell Blount
Secretary

APPROVED AS TO FORM:

Phillip R. Dixon
General Counsel

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

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

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

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

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket and utility trucks and trailers) and other related equipment; and

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

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

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

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

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

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$1,965,000.

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

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

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

Adopted this the 13th day of June, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

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

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 13, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this 13th day of June, 2024.

City Clerk

[SEAL]



Find yourself in good company®

CITY OF GREENVILLE

MANUAL OF FEES

July 1, 2024

Document Number 1163937 v6

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INTRODUCTION

The Manual of Fees represents the compilation into one document of the fees and charges established by the City Council. Annually, the Manual of Fees is reviewed in its entirety and edited with any changes that may be made by City Council during the budget process.

After adoption by City Council in June of each year, revisions may only be made in this Manual as fees and charges are subsequently amended, established, or altered by City Council.

The Manual of Fees was first printed on March 12, 1981. The Manual of Fees was repealed by the City Council and a new Manual of Fees was adopted on June 9, 1983 by Ordinance 1280.

ADMINISTRATIVE FEES

Service	Fee
Beer & Wine Privilege License (valid May 1-April 30)	
Beer On Premises	\$15.00 annually
Beer Off Premises	\$10.00 annually
Unfortified Wine On Premises	\$15.00 annually
Unfortified Wine Off Premises	\$10.00 annually
Fortified Wine On Premises	\$15.00 annually
Fortified Wine Off Premises	\$10.00 annually
Mixed Beverages	No Charge
Failure to Pay Required Beer & Wine Privilege License Tax (Operating without current Beer & Wine License/s)	10% penalty
Late Fee for Renewing Annual License After April 30	5% of applicable license fees if renewed during the Month of May
	10% of applicable license fees if renewed during the Month of June
	15% of applicable license fees if renewed during the Month of July
	20% of applicable license fees if renewed during the Month of August
	25% of applicable license fees if renewed on September 1 or later
ABC Permit Holder - Business Name Change Only*	\$10.00
*New ABC permit application and beer & wine license application are required when any other changes are requested	
Citizen Self Service - Credit Card Convenience Fee	\$1.50 per transaction
Copies	
Any Information Not Specifically Listed	\$0.25/page for each page over 7 pages
Requiring Research of Council, Board, or Commission Minutes 20 Years and Older	\$2.00/page for each page over 7 pages
Video Copy Fee	\$15.00
Video Mailing Fee (to Cover Postage & Envelope)	\$3.00
Motor Vehicle Fee	\$30.00
Notary Service	
1 Signature	\$10.00
2 Signatures	\$20.00
3 Signatures	\$30.00
Acknowledgments, jurats, verifications, or proofs	\$10 per principal signature
Oaths or affirmations without a signature (except for the identity of a principal or subscribing witness)	\$10 per person
Electronic Notarization under G.S. 10B-188	\$15 (e-Notarizations)

ADMINISTRATIVE FEES

Service	Fee
Remote Online Notary fee	\$25 per principal signature
Public Record Requests	\$5.00 per CD or DVD
	\$50.00 per 64GB Flash Drive
	\$25.00 per 32GB Flash Drive
	\$15.00 per 16GB Flash Drive
	\$3.00 Mailing Fee
Release of Custodial Law Enforcement Agency Recordings [N.C.G.S. § 132-1.4A(I)]	Same Fees as Public Records Requests
Rental of Council Chambers (3-hour minimum)	Actual Staff Cost (\$150.00 Minimum)
Technology Surcharge on All Permits for Planning, Fire/Rescue, Inspections and Engineering (Unless Otherwise Specified)	\$10.00 where indicated
Technology fees are nonrefundable unless payment is made incorrectly or the request/application is withdrawn prior to any review.	
Returned Check Fee	\$25.00

ANIMAL PROTECTIVE SERVICES FEES

Service	Fee
Animal Protective Services Civil Penalties	
Animal Noise	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Public Nuisance	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Cruelty to Animals	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Failure to Acquire Rabies Vaccination	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Lack of Restraint by Chain or Leash (Leash Law Violation)	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Un-kept Kennels or Pens	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
All Other Sections	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Administrative Fee	\$5.00 per Rabies Vaccination
Exotic Animal Fees	
Circus, Exhibitions, Shows	\$250.00
Pet Store Permit	\$150.00
Individual Permit	\$75.00

CEMETERY FEES

Service	Fee
Grave/Crypt Opening & Closing - Weekday	\$900.00
Grave/Crypt Opening & Closing - Weekend or Holiday	\$1,150.00
Cremation Niche Opening & Closing - Weekday	\$425.00
Cremation Niche Opening & Closing - Weekend or Holiday	\$550.00
Wait Time Per Hour	\$150.00
Crypt/Mausoleum Installation Permit	\$150.00
Monument Permit **	\$150.00
Certification of Cemetery Lot	\$45.00
Trading or Resale of Cemetery Lot	\$55.00
Copy of Lot Ownership When Original Deed Is Lost	\$30.00
Disinterment of Vault (Only performed M-F 8 am-3 pm)	\$1,600.00
Disinterment of Urn (Only performed M-F 8 am-3 pm)	\$800.00

**A permit for a government-issued Veteran's marker is required. ALL fees for veteran markers and uprights will be waived.

Prices are for the hours of 8 AM - 4 PM. For grave opening/closing before 8 AM and after 4 PM, add \$150 per grave. Wait time will be billed at the rate of \$150 per hour when the funeral director does not comply with the arrival time as indicated on the service request.

**Burial and/or internment service shall not be held on the following City holidays - New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day.

Sale of Cemetery Spaces	City Resident	Non Resident
Single Grave Lot	\$975.00	\$1,200.00
Four Grave Lot	\$3,900.00	\$4,800.00
Eight Grave Lot	\$7,800.00	\$9,600.00
Inside Mausoleum Space	\$5,000.00	\$5,200.00
Outside Mausoleum Space	\$2,500.00	\$2,700.00
Outside Cremation Niche Space	\$1,750.00	\$1,950.00
Hillside West Mausoleum Space	\$2,000.00	\$2,200.00

Grave lots are no longer available in Brown Hill/Cooper's Field, Cherry Hill and Greenwood Cemeteries.

*****Late arrival 30 minutes past scheduled closing time per additional hour - \$150/hour

**Only steel and/or concrete grave liners/vaults approved by City staff are to be used for burial.

CODE ENFORCEMENT FEES

Specific Offenses	Fee
Closing or Securing Vacated and Closed Buildings or Structures and Dwellings	
1st Offense	\$100.00
2nd Offense in Calendar Year	\$250.00
3rd Offense in Calendar Year	\$500.00
Each Subsequent Offense After the Third Offense	\$500.00
Minimum Housing Code	
1st Offense	\$100.00
2nd Offense in Calendar Year	\$250.00
3rd Offense in Calendar Year	\$500.00
Each Subsequent Offense After the Third Offense	\$500.00
Weeds, Vegetation and Other Public Health Nuisances	
1st Offense	\$100.00 + Administrative Fee
2nd Offense in Calendar Year	\$250.00 + Administrative Fee
3rd Offense in Calendar Year	\$500.00 + Administrative Fee
Each Subsequent Offense after the Third Offense	\$500.00 + Administrative Fee
Administrative Fee	\$50.00
Administrative Filing Fee for Grass Liens	\$10.00
Parking on Unimproved Surfaces	\$25.00 per day

ENGINEERING FEES

Service	Fee
Land Disturbance Permit	No Fee
Street Closings (Right-of-Way Abandonments)	\$600.00 per street plus \$100/each additional street or portion thereof
Right-of-Way Encroachment Agreements	\$500.00*
*No fee when the City of Greenville provides funding for either wholesale or partial improvements that require an encroachment agreement through the Neighborhood Grant Program.	
Driveway (Single-Family and Duplex)	\$30.00
Driveway (Multi-Family and Commercial)	\$45.00 for 1st + \$20.00 each additional
CCTV Re-mobilization Fee	\$200.00
Re-Inspection	\$75.00 for 1st + \$125.00 each additional
After Hours Inspection Fee	\$100.00 per hr with 2 hr minimum
Erosion Control Plan Review Fee	\$100 per acre (or any portion thereof)
Color CAD/GIS Maps	
City Map (1" = 1000')	\$30.00
City Map (1" = 1500')	\$25.00
City Map (1" = 2000')	\$20.00
GIS (8 1/2" x 11")	\$5.00
GIS (11" x 17")	\$17.00
GIS (30" x 42")	\$30.00
Special Map Requests	\$20.00
Blueprint/Photocopy	
Planimetric (1" = 100')	\$10.00
Topos (1" = 100')	\$10.00
Topos (1" = 200')	\$15.00
City Map (1' - 1000')	\$10.00
City Map (1' - 2000')	\$5.00
Printing/Miscellaneous Photocopies	
Bond (20" x 24") Small	\$3.00
Vellum (20" x 24") Small	\$4.00
Film mylar (20" x 24") Small	\$8.00
Bond (24" x 36") Medium	\$4.00
Vellum (24" x 36") Medium	\$5.00
Film mylar (24" x 36") Medium	\$10.00
Bond (30" x 42") Large	\$5.00
Vellum (30" x 42") Large	\$8.00

ENGINEERING FEES

Service	Fee
Film mylar (30" x 42") Large	\$15.00
Small Photocopies (8 ½" x 11", 8 ½" x 14")	\$0.25/page over 7 pages; \$2.00 minimum
Photocopies (11" x 17")	\$1.00
Shipping	\$3.00
Traffic Engineering	
Handicapped Signs	\$18.00
Maximum Penalty Signs	\$8.00
Maximum Penalty Stickers	\$3.00
Van Accessible Signs	\$8.00
Barricade Delineator (Left or Right)	\$13.00
Street Name Sign – 9" Black (Double Sided)	\$50.00
No Parking-Fire Lane Sign	\$18.00
Community Watch Sign	\$20.00
11' Channel Posts	\$23.00
12' Channel Posts	\$26.00
14' Channel Posts	\$38.00
10' Aluminum Pole	\$36.00
Hardware (1 set)	\$15.00
Sign Installation	\$25.00
Additional Sign Installation in same subdivision	\$15.00
Technology Fee	See administrative fees – pages 2-3

EQUIPMENT RENTAL RATES – Equipment rates have been established by the Department of Homeland Security Federal Emergency Management Agency (FEMA). Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and are applicable to major disasters and emergencies declared by the president.

FIRE/RESCUE FEES

Service	Fee
Tank Extraction Permit	\$125.00/tank
Tank Installation Permit	\$150.00/tank
Re-piping Permit	\$75.00
Tank Abandonment	\$75.00/tank
Follow-up Tank Inspection	\$75.00
Burn Permit: Open Burning except that there shall be no fee for flag retirement ceremony when conducted by a nonprofit veterans organization	\$75.00
Permits: Fair/Carnival, Tents, Explosives, Pyrotechnics, Fumigate/Fogging, Exhibits, Trade Shows	\$75.00
Permits: Mall Displays, Private Fire Hydrant	\$75.00
EMS Basic Transport Fee:	
BLS (Basic Life Support Non Emergency)	\$375.00
BLSE (Basic Life Support Emergency)	\$553.44
ALS (Advanced Life Support)	\$415.05
ALSE (Advanced Life Support Emergency)	657.22
ALS 2	\$951.22
Oxygen Delivery	\$30.00
No Transport/Treatment Fee	\$200.00
Ground Mileage, Per Statute Mile	\$11.73
EMS Dedicated Standby	
Unit & Crew	\$150.00/hr.
Crew Only	\$40.00/hr. FF/EMT \$45.00/hr. Supervisor/PIC (+\$5.00 Admin. Fee/hr. per provider)
ETJ Business Inspections (Except for Those Under Fire Protection Contracts (Initial Inspection):	
Minimum	\$100.00
Hourly	\$40.00
State-Required Inspection for Licenses:	
In City Limits	\$100.00/per building
In ETJ	\$150.00/per building
Expedited Inspection	\$1,000 per hr. + permit
Other Inspections: Operational permits, Pyrotechnics, Trade Shows, Carnivals, etc.	\$60.00 per hr. (Minimum 3 hours)

FIRE/RESCUE FEES

Service	Fee
Special Requested Business Inspection	
In City Limits	\$100.00
In ETJ	\$150.00
Special Requested Business Inspection with plan reviews	
In City Limits	\$100.00/per system
In ETJ	\$150.00/per system
Fire Alarm Business Inspection with plan reviews	
In City Limits	*\$0.016/per sq ft.
In ETJ	*\$0.016/per sq ft.
	*\$100 minimum
Sprinkler Review and Field Test	
In City Limits	*\$0.016/per sq ft.
In ETJ	*\$0.016/per sq ft.
	*\$100 minimum
Sprinkler Review and Field Test Follow up (Re-inspection)	
In City Limits	\$50.00
In ETJ	\$65.00
City Code Violation	
	\$50.00
Life Safety Violation	
1st Offense	\$100.00
2nd Offense	\$250.00
3rd Offense	\$500.00
Fire Inspection Follow-Up (Re-Inspections)	\$50.00
ABC Application Required Inspection	\$50.00
ABC Application Re-inspection Fee	\$50.00 each visit
Technology Fee	See administrative fees – pages 2-3
<p><i>Fire Protection Service: The following formula is hereby established for determining the extraterritorial fire protection fee each fiscal year: Total property value divided by 100 multiplied by 10% equals the billed amount..</i></p>	

INFORMATION TECHNOLOGY FEES

Service	Fee
Provide Existing Database Information	
8.5" x 11" Document Paper	\$0.25/page for each page over seven pages
Digital GIS - Commercial User	
GIS Data Request (Digital Delivery)	\$100.00
Service Charge for Research Labor <i>(No charge if less than one hour of research)</i>	\$75.00
CD-ROM	\$10.00
Flash Drive	\$10.00
<u>Printed Maps from the IT Department</u>	
Small (up to 11" x 17")	\$5.00
Medium (up to 22" x 34")	\$17.00
Large (up to 34" x 44")	\$30.00
Custom Map & Analytics	\$50.00/ per hour

INSPECTIONS FEES

Service	Fee
---------	-----

Square Footage Costs of Construction	
Type Construction	Rate: \$/Sq. Ft.
<u>Commercial</u>	
General	\$125.00
Multi-Family (Apartments, Townhouses, Condos)	\$100.00
Shell (Exterior Walls, Roof, Floor Slab or Some Combination Thereof)	\$100.00
Addition	\$125.00
<u>Residential</u>	
Single-Family and/or Duplex	\$100.00
Addition	\$100.00
Storage Building	\$50.00
Example: (Actual Square Footage) x (Square Footage Cost) = Computed Construction Cost; 1,970 square feet x \$50.00 per square foot = \$98,500	

Building Permit Fees

Service: Single-family, multi-family, multi-family additions, multi-family alterations, commercial, commercial additions, commercial alterations, industry, industry additions, industry alterations, church, hotel/motel and roofing.

Service: New duplex, duplex additions, duplex alterations, residential additions, residential alterations, new storage additions, storage alterations, new garage/carports, garage/carport additions, garage/carport alterations, swimming pools, and signs.

Computed Costs of Construction	
\$100 to \$5,000	\$75.00
\$5,001 to \$15,000	\$100.00
\$15,001 to \$30,000	\$125.00
\$30,001 to \$50,000	\$150.00
\$50,001 to \$75,000	\$200.00
\$75,001 to \$100,000	\$300.00
\$100,001 & over	\$300.00 + \$3.25/\$1,000 over \$100,000

Example: Computed Cost = \$120,000; Permit Fee = \$300 plus \$3.25 x 20 = \$365.00

INSPECTIONS FEES

Service	Fee
Other Permit Fees	
Change of Occupancy Review	\$75.00/unit
Day Care Inspection	\$100.00/unit
Demolition	\$100.00
Driveway (single family and duplex)	\$30.00
Driveway (multi-family and commercial)	\$45.00
	For 1 st , plus \$20.00 each additional
Group Home Inspection	\$100.00/unit
House Moving	\$125.00
Insulation (insulation work only)	\$75.00
Lawn Irrigation existing property	\$75.00
Lawn Irrigation w/ new construction (considered per fixture)	\$6.00
Mechanical (per unit) up to 5 tons	\$125.00
Mechanical (per unit) over 5 tons	\$250.00
Mobile Home	\$125.00
Occupant Load Card	\$75.00 to calculate
Off Six Months - Electrical or Gas	\$75.00
Plumbing (per fixture)	\$15.00 each w/ minimum of \$75.00
Refrigeration, Installation & Repair	\$50.00/unit w/ minimum of \$75.00
Sewer, septic tank, gas, and water	\$75.00
Sprinkler Systems (1 & 2 Family Structures)	\$100.00
Tent	\$40.00
Electrical Permits	
Commercial	
General	
Hospitals, Hotel/Motel, Business Occupancies, Industrial, & Manufacturing (Service Equipment Included)	\$.10/sq. ft. for 1st 6,000 sq. ft. plus \$.06/sq. ft. over 6,000 sq. ft. each floor
Commercial Storage and Warehouse, Farm Buildings (Up to 75 outlets) (Service Equipment Included)	\$115.00 w/ \$.55 per amp minimum

INSPECTIONS FEES

Service	Fee
Residential	
General	
Single-Family, Duplex, Multi-Family (Apts., Townhomes, and Condominiums) (Service Equipment Included)	\$.10/sq. ft. each floor
Example: (Actual Square Footage) x (Square Footage Cost) = Permit Fee; 1970 Square Feet x \$.10 Square Feet = \$197 Actual Permit Cost	
Mobile Homes/Office Trailer Services	\$75.00
Change of Electrical Service	\$75.00
Temporary Construction Service	\$75.00
Signs (electrical)	\$75.00
Pole Service	\$75.00
Swimming Pool	\$75.00
Mobile Home Park Pedestal	\$75.00
Minimum: Up to 20 Outlets (Storage Buildings, Additions, Additional Circuits, Dryers, HVAC, etc.)	\$75.00
NOTE: Over 20 outlets use appropriate square footage rate.	
NOTE: Service Fees below apply to all Inspections Division Fee areas:	
After Hours Inspection Fee	\$100.00 per hr. w/ 2 hr. minimum
Penalty Fee (Minimum)	\$250.00
Penalty Fee (second offence within 12 months)	\$500.00
Plan Review Fee (small)	\$125.00
Plan Review Fee (medium)	\$250.00
Plan Review Fee (large)	\$500.00
Re-inspection	\$75.00 for 1st time, \$125.00 each time after
Temporary Utility Permit	\$75.00
Miscellaneous Fee	\$75.00
ABC Application Required Inspection	\$50.00
ABC Application Required Re-inspection Fee	\$50.00 each visit
Technology Surcharge (qualifying permit only)	See administrative fees – page 2-3

Technology fee does not apply to the following:

Demolition Permit

Driveway Sub Permit

Electrical Sub Permit for Mechanical Change Out

Electrical Sub Permit for Water Heater Change Out

Gas Sub Permit for Mechanical Change Out

Gas Sub Permit for Water Heater Change Out

House Moving Permit

Temporary Pole Permit

Temporary Utilities Electric Permit

Temporary Utilities Gas Permit

Utility Reconnect Electric Permit

Utility Reconnect Gas Permit

PARKING FEES

Service	Fee
Leased Parking	
Monthly Rates:	
Single Space in Paved Lot	According to Lease Agreement
Single Space in Unpaved Lot	According to Lease Agreement
Contractor (Maximum 4 Spaces/Month)	According to Lease Agreement
Downtown Employee/Employer Unreserved Permit	\$22.00 Monthly
Courthouse Lot (Space increases by \$2.00 per year)	\$72.00 per month/per space
Hooker Lot	Operated by Evans Street Properties, LLC
Permit Barcode Replacement	\$5.00
Parking Fees	
Passport Parking App Convenience Fee	\$0.25
Downtown City On-Street Parking	Two Hours Free; \$1.00 per Hour after Second Three Hour Maximum (Paid by Plate)
Parking Deck	Two Hours Free; \$0.75 per hour after second No maximum; 24 Hour Enforcement (Paid by Plate)
Downtown Employee / Employer Permit	\$22.00 Per Month (Increase by \$2.00 per year)
Downtown Residential Reserved	\$72.00 Per Month (Increase by \$2.00 per year)
Downtown Residential Unreserved	\$52.00 Per Month (Increase by \$2.00 per year)
Surface Lot - All Day (except Chico's - 2-hour max)	\$7.50
*On Street increase by \$0.10 cent per year	
*Off Street increase by \$0.05 cent per year	
Parking Deck - All Day	\$18.00
*Increase by \$0.05 cent per year	
Lost Ticket Fee	\$20.00
Controlled Residential Parking Permit	\$12.00 per decal/per fiscal year
Online application convenience fee	\$2.50
Duplicate Residential Parking Permit Decals	\$12.00

PARKING PENALTIES

Service	Fee
Overtime Parking Uptown	
If Paid Within 10 Calendar Days - Second Offense	\$10.00
If Paid Within 10 Calendar Days - Third Offense (and thereafter)	\$20.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$25.00
If Paid After 30 Days	\$40.00
Overtime Parking Residential & All Areas Not Otherwise Designated	
If Paid Within 10 Calendar Days	\$50.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$65.00
If Paid After 30 Days	\$80.00
Illegal Parking Uptown	
If Paid Within 10 Calendar Days	\$15.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$20.00
If Paid After 30 Days	\$25.00
Illegal Parking Residential & All Areas Not Otherwise Designated	
If Paid Within 10 Calendar Days	\$50.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$65.00
If Paid After 30 Days	\$80.00
Parking in a Fire Lane	
If Paid Within 10 Calendar Days	\$50.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$65.00
If Paid After 30 Days	\$80.00

PARKING PENALTIES

Service	Fee
Designated Handicap Spaces	
If Paid Within 10 Calendar Days	\$100.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$150.00
If Paid After 30 Days	\$200.00
If Paid After 60 Days	\$250.00
Parking on Unimproved Surface (residential)	
	\$25.00 per occurrence
Penalties for Violation of Traffic Regulations	
All Violations of Articles D through K of Title 10, Chapter 2 of Ordinance #00-111, Unless Otherwise Specified	\$50.00
4th Street Parking Deck	
Tailgating (entry/exit behind another vehicle without paying)	\$200
Damage to Gate Arms	\$350
Replacement of Gate Arm(s)	Replacement Costs

PLANNING FEES

Service	Fee
ABC Application Zoning Compliance Review	\$50.00
Preliminary Plat	\$550 base fee \$50 per acre or additional major fraction thereof Min \$600
Final Plat (Including Minor Subdivisions)	\$440 base fee plus \$50 per acre or additional major fraction thereof Min \$490
Rezoning	\$650 base fee plus \$50 per acre or additional major fraction thereof Min \$700
Board of Adjustment Case	\$385 flat fee for residential related special use permits included under Sec 9-4-78 (f)(2) & (3); \$50 flat fee for an appeal of an administrative decision to issue a citation for parking on an unimproved surface as a violation of a parking area surface material requirement as set forth in Section 9-4-248 (a): All other cases \$500 flat fee ; refund of Appeals of Administrative Decisions or Interpretation case fee where the Board of Adjustment finds in favor of the applicant
Board of Adjustment Renewal Case	\$275.00
Special Use Permit Renewals for Public or Private Clubs and Billiard Parlors or Pool Halls in any Zoning District	
Site Plan	\$545 base fee plus \$50 per acre or additional major fraction thereof Min \$595
Landscape Plan	1st Inspection: \$110 base fee plus \$25 per acre or additional major fraction thereof (\$130 minimum) not to exceed \$500; Each additional inspection, \$75 flat fee
NOTE: Planning fees are based on the minimum charge	

PLANNING FEES

Service	Fee
Preliminary Plat - Minor Alterations	\$363.00 plus \$50/acre
Final Plat - Minor Alterations	\$363.00 plus \$50/acre
Site Plan - Minor Alterations	\$363.00 Flat Fee
Landscape Plan - Minor Alterations	\$182.00 Flat Fee
Landscape Plan Inspection	\$231.00
Street Name Change	\$484.00 Base Fee + \$10.00/certified notice
Amendments (Zoning/Subdivision Text, Comprehensive Plan)	\$600.00 Flat Fee
Annexation; Petition (voluntary)	\$600.00 Flat Fee
Planning & Zoning Commission Special Use Permit (Planned Unit Development-PUD; Land Use Intensity-LUI)	\$968.00 Flat Fee
Zoning Compliance Letter	\$50.00 Flat Fee
Certificate of Appropriateness (COA) Major Works	\$20.00 Flat Fee
Certificate of Appropriateness (COA) Major Works - After the Fact	\$75.00
Commercial Plot Plan Review	\$150.00
Zoning Certificate Letter	\$25.00
Temporary Activity Permit	\$25.00
<u>Maps from the Planning Department:</u>	
Small	\$20.00
Medium	\$25.00
Large	\$35.00
Special Request (May Require Multiple Data Layers) If the time exceeds 30 minutes in designing a special request map, then a programming fee of \$25.00 per hour will be applied.	
Technology surcharge	See administrative fees – page 2-3

POLICE FEES

Service	Fee
Accident Report	
First Copy Only for Driver/Individual Involved	No Charge
Additional Accident Copies and all Incident Copies	\$5.00
Mail Order Requests (Fee to Cover Postage, Envelope, Stationery and Storage)	Additional \$5.00
Alarm Permit	
First Year	\$15.00
Subsequent Years	\$5.00 per year
Outdoor Amplified Sound (Noise) Permit*	
	\$50.00
Parade Permit*	
	\$100.00
Parade Staffing*	\$40.00/per hour per Officer Minimum of 3 hours per parade \$25.00/per vehicle per event
<p>*There shall be no fee charged for a parade permit, parade staffing, off-duty officers, temporary street closing application, and outdoor amplified sound permit for the following:</p> <ul style="list-style-type: none"> -Veterans Day Parade -Memorial Day Parade (in the event a Memorial Day parade occurs) <p>Permits will still be required to be obtained from the City but with no fee.</p>	
<p>*There shall be no fee charged for parade staffing and off-duty officers for the following:</p> <ul style="list-style-type: none"> -Christmas Parade -ECU Homecoming Parade -Martin Luther King Jr. Day march -C. M. Eppes Alumni Parade -PirateFest <p>Fees will continue to be charged for a parade permit, temporary street closing application, and outdoor amplified sound permit.</p>	
<p>*All fees shall be charged for other processions which are parades. This includes:</p> <ul style="list-style-type: none"> -St. Patrick's Day Parade -Road Races 	

POLICE FEES

Service	Fee
*There is no fee charged for use of a recreation facility and for off-duty officers, temporary street closing application, and outdoor amplified sound permit for the following:	
-Veterans Day ceremonies at the Town Common	
-Memorial Day ceremonies at the Town Common	
-Fireworks display on the 4 th of July at the Town Common	
-PirateFest	
Solicitation Permit	\$30.00
Taxicab Annual Inspection	\$20.00
Taxi License Initial Application	\$30.00
Taxi License Renewal Application	\$19.00
Peddler's License Application Fee	\$60.00 + \$14.00 money order
Itinerant Merchant License	\$374.00
Itinerant Merchant License Renewal	\$219.00
Towing Administrative Fee	\$30.00
Towing Operator Annual Application Fee	\$25.00
Wrecker Annual Inspection	\$20.00
Off-Duty Fee	Officer Supervisor Premium
Rate Paid to Employee by City	\$40.00 \$45.00 \$50.00
Administrative Fee	\$3.00 \$3.00 \$3.00
Extra Duty Solution (EDS)	\$3.38 \$3.77 \$4.17
Total	\$46.38 \$51.77 \$57.17
Police Athletic League (PAL) After-School Program	
One Semester	\$40.00 per child
School Year/Two Semesters	\$80.00 per child
Summer Camp	\$50.00 per child
Spring Break	\$25.00 per child
Late Pickup Fee	\$5-\$10 per child per occurrence

POLICE FEES

Service	Fee
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Service	Fee
Precious Metals Dealer	
Dealer Fee	\$180.00
Background Fee	\$38.00
Precious Metal Dealer - Employee Registration Form	\$38.00
Background Fee	\$10.00
Each Subsequent Year	\$38.00 + \$3.00

PUBLIC TRANSPORTATION FEES

Service	Fee
GREAT Bus & Transit Vehicle Fares and Passes	
Single Fare One-Way Ride	
Standard (Adults & Children over 44 inches in height)	\$1.00
Discounted (Adults 65+ & People with Disabilities)	\$0.50
Day Pass Unlimited Rides	
Standard (Adults & Children over 44 inches in height)	\$2.00
Discounted (Adults 65+ & People with Disabilities)	\$1.00
22-Ride Punch Pass	
Standard (Adults & Children over 44 inches in height)	\$20.00
Discounted (Adults 65+ & People with Disabilities)	\$10.00
44-Ride Punch Pass	
Standard (Adults & Children over 44 inches in height)	\$40.00
Discounted (Adults 65+ & People with Disabilities)	\$20.00
Transfers	
Military Veteran with service-connected disability	Free
Children under 44 inches in height with a supervising adult	Free
Kid's Summer Pass (Ages 6 to 16)	
	\$15.00
Paratransit Per Trip	
	\$2.00
Paratransit riders must be unable to access the GREAT bus due to a disability. Riders must complete an eligibility application for paratransit service.	

PUBLICATIONS FEES

Service	Fee
Many publications listed below can be accessed at www.greenvillenc.gov	Free
Audit	\$25.00
Budget	\$25.00
Capital Improvement Program	\$15.00
City Code	\$125.00
City Code Supplement	\$30.00
Comprehensive Plan (on disk)	\$40.00
Driveway Ordinance	\$3.00
Economic Base Report	\$15.00
Erosion Control Ordinance	\$3.00
Flood Damage Prevention Ordinance	\$3.00
Land Development Ordinance (on disk)	\$10.00
Landscape Ordinance	\$5.00
Manual of Fees	\$10.00
Manual of Standard Designs and Details (MSDD)	\$15.00
MSDD Shipping Fee	\$3.00
Minority/Women Business Enterprise (MWBE) Directory	\$25.00
Noise Ordinance	\$5.00
Parking Ordinance	\$5.00
Pay Plan	\$5.00
Personnel Policies Manual	\$10.00
Purchasing Procedures Manual	\$10.00
Reports, manuals, and other official documents not listed	\$10.00
Schedule of Traffic Regulations	\$30.00
Special District Report	\$5.00
Storm Drainage Ordinance	\$1.50
Street List	\$3.00
Subdivision List	\$3.00
Subdivision Ordinance	\$10.00
Zoning Ordinance	\$40.00
Zoning Ordinance Supplements	\$10.00

RECREATION & PARKS FEES

Service	Fee
River Park North	
Pedal Boat Rental Individual	\$5 R/ \$7 NR - 30 minutes
Group Pedal Boat Rental (Six Boats)	\$60 R/ \$90 NR - per hour
Science & Nature Center Admission	\$1 R/ \$1.50 NR (Under 12) \$2 R/ \$3 NR (12 & Over)
Boat Launch Fees	\$2 R/ \$4 NR
Camping Fee	\$4 R/ \$8 NR - per person fee for groups over 12 \$10 R/ \$15 NR - per campsite
Jon Boat Rental	\$9 R/ \$12 NR - 3 hours
Fishing Permit	
Annual	\$12 R/ \$24 NR
Daily	\$1.50 R/ \$3 NR
Lifetime Senior Fishing Pass (Aged 65 or older)	\$15
Permanently Disabled Public/Veteran Lifetime License	\$10 - lifetime
Large Shelter Reservation	See Shelter Reservations (page 32)
Small Shelter Reservation	See Shelter Reservations (page 32)
Cleanup Fee	See Shelter Reservations (page 32)
Kayak Rental	\$9 R/ \$12 NR - 3 Hours
Group Kayak Rental (Seven Kayaks)	\$35 R/ \$50 NR - per hour
RPN Enclosed Camping Platform	\$20 R/ \$30 NR - per night
RPN Platform Gear Transport Fee	\$10
Adult Recreation and Fitness	
Karate/Self Defense	\$0 - \$200 R/ \$0 - \$300 NR
Weightlifting	
Ladies Exercise	
Adult Dance	
Pickleball	
Pickleball Courts	Class I - \$15 R / \$20 NR - per hour Class II - \$9 R / \$12 NR - per hour Class III - \$5 R / \$8 NR - per hour
Riverbirch Tennis Center	
Adult Tennis Lessons	\$0 - \$200 R / \$0 - \$300 NR
Youth Tennis Lessons	\$0 - \$50 R / \$0 - \$75 NR
Ball Machine	\$10 per hour
Tennis Courts	Class I - \$15 R / \$20 NR - per hour Class II - \$9 R / \$12 NR - per hour Class III - \$5 R / \$8 NR - per hour

RECREATION & PARKS FEES

Service	Fee
Sports Connection	
Entrance (Walk-Ins)	\$1 - \$150 R/ \$1 - \$225 NR
Gym Rental Fee (deposit \$50)	See Gymnasiums on Page 31
Court Rental Fee	\$25 R/ \$38 NR - hour for half court
Tokens for Batting Cage (1-12 rounds)	\$.50 - \$10.00 each
Sports Clinics	\$1 - \$150 R/ \$1 - \$225 NR
Youth & Adult Programs	\$1 - \$150 R/ \$1 - \$225 NR
Cages & Pitching Tunnel	\$10 per half hour
Art Classes	
	\$20 - \$250 R/ \$30 - \$375 NR
Ceramics Classes	
Dance	
Decorative Arts	
Drawing & Painting	
Fiber Arts	
Potters Club	
Workshops	
Youth Arts & Crafts	
Public Outdoor Pool (Community Pool)	
Admission	\$2-\$6 Daily R/ \$10-\$100 Season Pass R
	\$3-\$9 Daily NR/ \$15-\$150 Season Pass NR
Aquatic Programs	\$0 - \$200 R/ \$0 - \$300 NR
Camps	
Swimming Lessons	
Swim Team	
Life Guard Training	
Specialized Recreation	
	\$20 - \$100 R/ \$30 - \$150 NR
Creative Oasis	
Seasonal dances	
Rec-N-Roll Mobile Unit Fees (class III only)	\$50 Refundable Equipment Damage Deposit \$40 R/\$60 NR

RECREATION & PARKS FEES

Service	Fee
Youth Sports	\$0 - \$90 R/ \$0 - \$130 NR
Baseball - Small Fry, Mini Fry, Big Fry	
Basketball	
Flag Football	
Future Stars Soccer	
Running/Track and Field Programs	
Tennis Programs	
Various Sports Clinics	
Fencing	
Adult Sports	\$75 - \$750 Team Fee \$0 - \$50 R/ \$15 - \$75 NR Individual Participation Fee
Adult Dodgeball	
Adult Softball Leagues	
Adult Summer Basketball	
Adult Tennis Programs	
Basketball Leagues	
Basketball Program	
Flag Football Leagues	
Kickball Leagues	
Running Programs	
Wiffleball Leagues	
Pickleball Leagues & Clinics	
Parking	\$5 - \$35 R/ \$150 - \$225 NR - Season pass per vehicle
Vendor Fees	\$0 - \$500/month
Special Events	See pages 36-37 for Special Events
Concession Services in Parks	
Summer Camps/Programs	\$0 - \$175 R/ \$0 - \$263 NR - per week
Art Camps	
Day Camps	
Outdoor Living Skills / Nature	
Sports Camps	

RECREATION & PARKS FEES

Service	Fee
Senior Recreational Programs	\$0 - \$4,000 R/ \$0 - \$6,000 NR
Bridge Classes	
Exercise Classes	
Instructional Classes	
Senior Olympics	
Senior Clubs	
Trips	
CLASS DEFINITIONS FOR RENTAL RATES BELOW	
Class I - Any event for which admission is charged or any other type of compensation is realized including donations. This class does not include non-profit organizations. All Class I rentals must receive administrative approval.	
Class II - Any event where no admission is charged nor any other type of compensation is realized.	
Class III - Any event hosted by an organization which can provide proof of non-profit/federal tax-exempt status.	
Event staffing fees may apply for all rentals if necessary	Up to \$40 per hour staff fee
Town Common Amenities	Class I - \$400 - \$1,000 / day R
Call 329-4567	Class I - \$600 - \$1,500 / day NR
Includes facilities such as:	Class II - \$100 - \$600 / day R
Amphitheater,	Class II - \$200 - \$900 / day NR
Sycamore Hill Gateway Plaza	Class III - \$75 - \$200 / day R
	Class III - \$150 - \$350 / day NR
Barnes-Ebron -Taft Building at Greenfield Terrace	Class I - \$75 R/ \$113 NR - per hour
Dream Park Community Building	Class II - \$45 R/ \$68 NR - per hour
(Deposit \$50)	Class III - \$35 R/ \$38 NR - per hour

RECREATION & PARKS FEES

Service	Fee
Meeting Rooms (Damage Deposit \$50)	Class I - \$75 R/ \$113 NR - per hour
Multipurpose Rooms	Class II - \$45 R/ \$68 NR - per hour
Jaycee Park Auditorium	Class III - \$25 R/ \$38 NR - per hour
Elm Street Center	
Bradford Creek Public Golf Course Clubhouse	
Call 329-GOLF	\$100 - \$200/hr; \$100 Deposit
Boyd Lee Park Beach Volleyball Courts (price per court)	Class I - \$35 R/ \$53 NR - per hour
Call 329-4550	Class II - \$18 R/ \$27 NR - per hour
	Class III - \$7 R/ \$11 NR - per hour
Greenville Outdoor Aquatic Center	Class I - \$200 R/ \$300 NR- per 2 hour
Call 329-4041	Class II - \$100 R/ \$150 NR - per 2 hour
*Available during non-operating hours	Class III - \$50 R/ \$75 NR - per 2 hour
Elm Street Lawn Games Area	\$40 / hr; Staff may be required
Call 329-4550	
Greenville Aquatics & Fitness Center	Varies
(Gym, Gym & Pool, Pool, Entire Facility)	
Call 329-4041 for details	
Guy Smith Stadium & Prep Field	Class I - \$400 - \$1,000 R/ \$600 - \$1,500 NR per day
Call 329-4550	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per day
	Class III - \$75 - \$200 R/ \$150 - \$350 NR - per day
	All Classes - \$35/per hour light fee
	All Classes - \$100/marketing fee per occurrence
Sarah Vaughn Field of Dreams	Class I - \$60 R/ \$90 NR - per hour
	Class II - \$30 R/ \$45 NR - per hour
	Class III - \$15 R/ \$23 NR - per hour
Town Common Pedestrian Bridge	Class I - \$380-600 R/ \$570-900 NR
Contact 329-4567 for details	Class II - \$130-200 R/ \$195-300 NR
	Class III - \$40-80R / \$60-120 NR
	Plus \$40/hour Staffing Fee
Bridge Lighting (Class II only)	\$40/per request

RECREATION & PARKS FEES

Service	Fee
Softball / Baseball / Cricket Field Call 329-4550	Class I - \$30 R/ \$45 NR – per hour Class II - \$20 R/ \$30 NR – per hour Class III - \$10 R/ \$15 NR – per hour \$100 field marking fee – per field
Soccer / Lacrosse / Football Multipurpose Fields	Class I - \$30 R/ \$45 NR – per hour Class II - \$20 R/ \$30 NR – per hour Class III - \$10 R/ \$15 NR – per hour \$35 lights – per hour \$100 field marking fee – per field
Special Services	All Classes - \$35/ per hour light fee All Classes - \$100/ marking fee
Gymnasiums (Deposit \$50) Drew Steele, Eppes Recreation Center H. Boyd Lee Park, Sports Connection South Greenville	Class I - \$100 R/ \$150 NR – per hour Class II - \$50 R/ \$75 NR – per hour Class III - \$25 R/ \$38 NR – per hour
Skate Park / Roller Hockey Rink at Jaycee Park	Class I - \$100 R/ \$150 NR – per hour Class II - \$50 R/ \$75 NR – per hour Class III - \$25 R/ \$38 NR – per hour
Athletic Tournaments Call 329-4550	Tournament Rates
Science & Nature Center Facility (Deposit \$50) Deck & Surrounding Classroom Theatre Entire Facility (6) Tables, (50) Chairs	\$25 R/ \$37 NR – per hour \$50 R/ \$75 NR – per hour \$75 R/ \$112 NR – per hour \$375 R/ \$563 NR – 8 hours \$290 R/ \$435 NR – 3 hours Plus \$40/hour Staffing fee per event

RECREATION & PARKS FEES

Service	Fee
Class Definitions do not apply for Shelter Reservations	
Shelter Reservations	
Rates are determined by half day and full day rentals	
<ul style="list-style-type: none"> • In-Season (March – October) <ul style="list-style-type: none"> ○ Half day rentals are 8 am-2:30 pm or 3:00 pm-dark ○ Full day rentals are 8 am-dark • Off-season (November – February) <ul style="list-style-type: none"> ○ Full day rentals are 8 am-dark, at in-season half day rates 	
Event staffing fees may apply for all rentals if necessary	Up to \$40 per hour staff fee
Large Picnic Shelters	Half Day Rentals: \$50 R / \$75 NR Full Day Rentals: \$90 R / \$135 NR
Small Picnic Shelters	Half Day Rentals: \$40 R / \$60 NR Full Day Rentals: \$60 R / \$90 NR
Pavilion at Town Common (Times may vary)	*Hourly Rental Rate: \$60 R / \$90 NR *Two Hour Minimum
Pavilion at Wildwood Park (Times may vary)	*Hourly Rental Rate: \$100 R / \$150 NR *Two Hour Minimum
Shelter Clean-up fees	Groups of 75 or more: \$125 Groups of 200 or more: \$225
Extras:	
Key Fobs for Recreation Centers All Recreation Centers	First Replacement is free, \$1 for 2 nd
Press Box; Scoreboard / Panel Box Call 329-4550	\$50 (up to 4 hrs); \$15 per hour staff fee
Staging	\$35 for 4' x 8' section
For more information, call 329-4543	Plus \$35/hour Staffing fee if required

RECREATION & PARKS FEES

Service	Fee
Application for service and sale of malt beverages and unfortified wine pursuant to the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities	\$50.00
<p>NOTE: As a result of the diversity of opportunities provided, programs may be added or dropped at any time and, therefore, the fees are subject to change as approved by the Recreation & Parks Commission. Additionally, the Recreation & Parks Commission may waive, in whole or in part, fees which are related to programs conducted in cooperation with another organization or individual which is assuming all or a portion of the expense of the program.</p> <p>R means City Resident, NR means Non-City Resident.</p> <p>Non Resident Fees equal 150% of Resident Fees unless otherwise indicated. Recreation & Parks programs listed are examples and are not inclusive of all offerings at all times.</p>	

GREENVILLE AQUATICS & FITNESS CENTER (GAFC)

Service	Fee
Family Membership (City Employee)	\$6 - \$12/per pay period
Family Membership (GUC Employee)	\$6 - \$12/per pay period
GAFC Recreational Programming	\$0 - \$200/Members \$0 - \$300/ Non-members
	\$0 - \$400 / Non-member/ Resident (Effective 9/1/12)
Membership Application Fees	\$0 - \$100
Walk-in Fees	\$0 - \$12
Amenities/Concessions:	\$0 - \$50 per use
Includes: Towels, Locks, Snacks, Fruit, etc.	

Membership Type for Residents	Yearly Fees	Quarterly Fees	Monthly Draft Fee
Family Individual Young Adult Senior Corporate	\$220 - \$615	\$60 - 238	\$19 - \$185
Membership Type for Non-Residents	Yearly Fees	Quarterly Fees	Monthly Draft Fee
Family Individual Young Adult Senior Corporate	\$275 - \$770	\$75 - \$273	\$23.75 - \$219

Temporary Passes	
One Week	\$20 - \$30/Individual/\$35 - \$55 Family (6 members included) \$10 Fee per additional dependent
One Month	\$25-\$70 R/\$31.25-\$90 NR

SANITATION FEES

Service	Fee
Refuse Fee-Curbside Pickup (Basic)	\$16.00/per month
Each Additional Curbside Container	\$10.00 per month
Multi-Family Containers	\$16.00/per month
Single Family/Intergovernmental Dumpster	\$150.00/per month
Dumpster Purchase (6 or 8 Yards)	\$250.00 over cost Rounded to nearest dollar
Roll Out Carts Purchase	\$90.00 each
Yard Waste Collection over 4 Cubic Yards	\$25.00 per collection
Sanitation Nuisance Abatement Fee	\$150.00 for the first hour and \$125.00 for each additional hour

SPECIAL EVENTS FEES

*Go to www.greenvillenc.gov to view Special Events Policy & Procedures – fees below are directly related to activities identified as “special events”.

Event Type	Application Fee	Permit Fee	Refundable Deposit	Late Fee	
Parade	\$100.00	\$100.00	\$200.00	\$250.00	
Race 5k or Less	\$100.00	\$100.00	\$100.00	\$250.00	
More than 5k Race	\$100.00	\$250.00	\$100.00	\$250.00	
Neighborhood Block Party	\$50.00	\$0.00	\$200.00	\$75.00	
General Event	\$100.00	\$250.00	\$100.00	\$250.00	
Festivals	\$100.00	\$100.00	\$500.00	\$250.00	
Concerts	\$100.00	\$250.00	\$500.00	\$250.00	
Outdoor Amplified Sound (Noise)	\$50.00	\$50.00	N/A	N/A	
Temporary Street Closing		\$50.00	\$50.00	N/A	N/A

Police Off-Duty Fees			
	Officer	Supervisor	Premium
Rate per Hour	\$40.00	\$50.00	\$50.00
Parade Staffing	\$40.00 per Hour per Officer (Minimum 3 Hours per Parade) + \$25.00 per Vehicle per Event		

Fire / Rescue Stand-By Fire Fees	
Base Charge per EMS Unit	\$100.00 (# of Units Required Based on Attendance)
Fire / EMS Staff per Unit	\$40.00 per Hour per Staff Member
	Minimum of 2.00 Staff Members Per Truck

Fire / Rescue Stand-By Fire Fees	
Base Charge per EMS Unit	\$100.00 (# of Units Required Based on Attendance)
Fire / EMS Staff per Unit	\$40.00 per Hour per Staff Member
	Minimum of 2.00 Staff Members Per Truck

SPECIAL EVENTS FEES

Fire / Rescue Units Required		
Attendance Range	NON ABC Event	ABC Event
0 - 5,000	1	1 - 2
5,001 - 10,000	1 - 3	1 - 4
Over 10,000	# Determined by F/R Chief	# Determined by F/R Chief

Crowd Managers	
Number of Attendees	Number of Required Crowd Managers
250	1

Public Works Roll-Out Carts / Trash Cans / Barricades			
Barricade(s)	Traffic Cones	1 - 25	\$50.00
		26 - 49	\$100.00
		> 50	\$150.00
	Bike Racks		\$20.00 Each
	Type I, II, and/or III Traffic Barricades		\$30.00 Each
	Water Barricades		\$50.00 Each
	Traffic Plan / Road Closure Review		\$40.00 per Hr
Sanitation	Recycling Carts / Cans		\$20.00 per Set
	Trash Cans		
	Street Sweeper (Truck + Labor)		\$100.00 per Hr
Electrical	Usage Fee		\$100.00
	Technician / Contract Assistance		\$100.00

STORMWATER FEES

Service	Fee
Stormwater Utility Fees*	\$9.35 per unit per month

*For each equivalent rate unit, as defined by Section 8-3-2 of the Greenville City Code, there shall be a service charge per month for the purposes of supporting stormwater management programs and structural and natural stormwater and drainage systems, said charge to be effective on and after July 1, 2003. One unit equals 2,000 square feet.

STREETS FEES

Service	Fee
Administrative Fee per Utility Cut Permit Request	\$100.00
Labor, Material and Equipment cost associated with Utility Cut Repairs	Current market-based pricing
Utility cut permit fee	\$250.00

TAXICAB FARES

Taxicabs operating within the jurisdictional city limits may elect to charge fares and fees by the installation and use of a taximeter or by use of the approved zone map and the fares and fees provided herein. The election decision is made by the franchise holder and will apply to all taxicabs operating under the particular franchise.

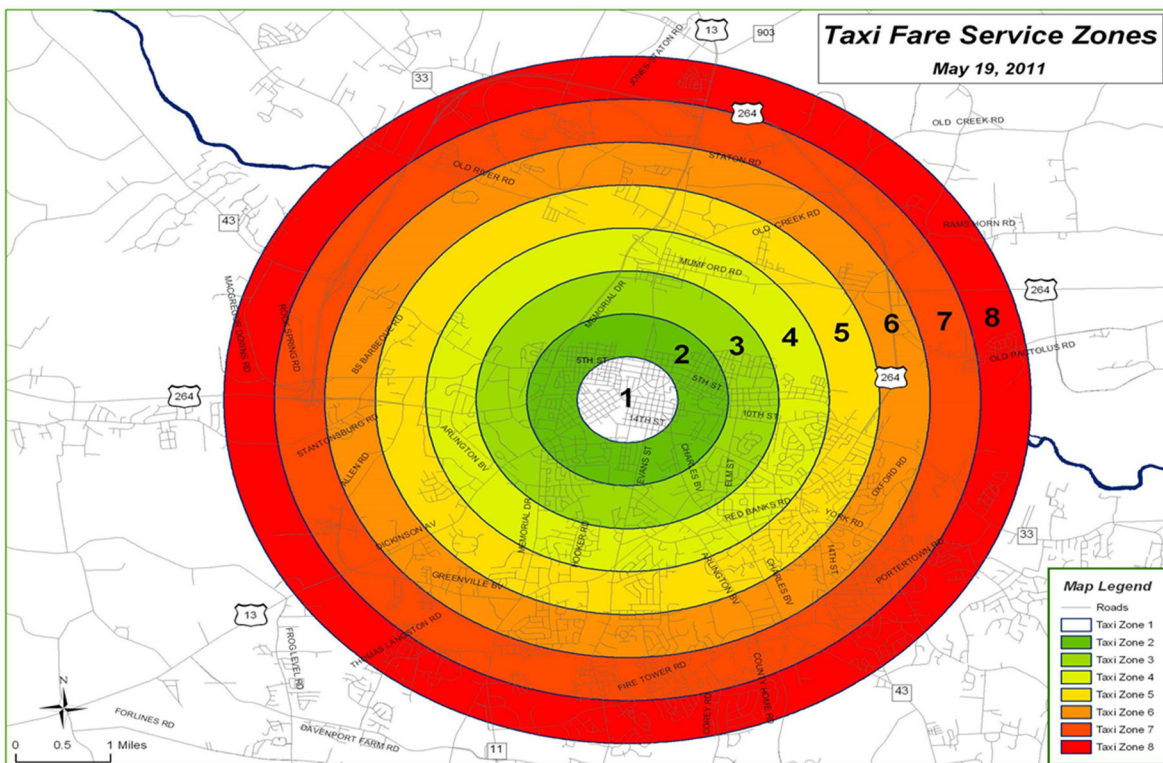
Taximeter Rates and Fees:	
Drop Fee	\$2.75
Per 1/6th of Mile	\$0.25
Surcharge Night Time from 11 PM to 6 AM per Person	\$0.50
Per Minute Wait Time at Fare's Request	\$0.30
Per Luggage Bag Over Two	\$1.25
Per Person Over First Two	\$2.00
Per Trunk or Large Suitcase	\$0.10
Pedi-cab Rates and Fees:	
Per Person per 1/2 mile or Fraction Thereof	\$1.50
Per Minute Wait Time at Fare's Request	\$0.30
Per Luggage Bag Over Two	\$1.25
Per Person Over First Two	\$2.00
Per Trunk or Large Suitcase	\$2.00
Per Grocery Bag Over 3	\$0.10

TAXICAB ZONE FARES

The following rates shall be applicable for each standard zone fare:

ZONES	1	2	3	4	5	6	7	8
1	6.00	6.35	6.70	7.05	7.40	7.75	8.10	8.50
2	6.35	6.35	6.70	7.05	7.40	7.75	8.10	8.50
3	6.70	6.70	6.70	7.05	7.40	7.75	8.10	8.50
4	7.05	7.05	7.05	7.05	7.40	7.75	8.10	8.50
5	7.40	7.40	7.40	7.40	7.40	7.75	8.10	8.50
6	7.75	7.75	7.75	7.75	7.75	7.75	8.10	8.50
7	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.50
8	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50

The fare charged shall be the amount of the highest zone which is traveled through. Only one fare shall be charged for one or two persons traveling from the same point of origin to the same point of destination.



TAXICAB ZONE FARES

The following rates are for fares across town:

ZONES	1	2	3	4	5	6	7	8
1	6.00	6.60	7.20	7.80	8.40	9.00	10.60	10.20
2	6.60	7.20	7.80	8.40	9.00	9.60	11.20	10.80
3	7.20	7.80	8.40	9.00	9.60	10.20	11.80	11.40
4	7.80	8.40	9.00	9.60	10.20	10.80	11.40	12.00
5	8.40	9.00	9.60	10.20	10.80	11.40	12.00	12.60
6	9.00	9.60	10.20	10.80	11.40	12.00	12.60	13.20
7	9.60	10.20	10.80	12.40	12.00	12.60	13.20	13.80
8	10.20	10.80	11.40	12.00	12.60	12.20	13.80	14.50

Ironwood/Bradford Creek	Standard Fare	\$9.50
	Across Town	\$14.50
Over two persons (per person extra)		
Waiting time (per hour)		\$18.00
Trunks or footlockers (each)		\$2.00
Baggage (each)		\$1.50
Grocery bags (each bag over 3)		\$0.10
Rates outside zones unless previously specified (per mile)		\$2.75
Pedi-cab rates:	\$1.50 per person per 1/2 mile or fraction	
Waiting time (per hour)		\$18.00
Trunks or footlockers (each)		\$2.50
Baggage (each)		\$1.50
Grocery bags (each bag over 3)		\$0.10



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Award of Construction Contract to FASCO Inc. for Greenfield Terrace Park Improvements

Explanation: Greenfield Terrace Park was selected by the City Council to receive improvements partially funded with American Rescue Plan Act dollars. In 2023, the City contracted with HH Architecture to design improvements to the park. Staff worked with community members to finalize the scope of park improvements and the final design of updates to the Barnes-Ebron-Taft Community Building located at Greenfield Terrace Park.

On May 15, 2024, the City received four construction bids for this project. FASCO Inc., located in Kinston, NC, submitted the lowest bid of \$1,170,000. Three bid alternates which are comprised of the removal of old playground equipment, resurfacing the basketball court, and adding interior acoustic wall panels brought the final proposed contract amount to \$1,223,500. The entire scope of work under this contract includes rerouting a portion of the walking path, reconfiguring and adding parking spaces, paving the parking lot, a building expansion and interior renovations.

Construction is expected to begin in August 2024 and be completed in April 2025.

Fiscal Note: Contract amount is \$1,223,500. Project will be funded with ARPA funds and City funds.

Recommendation: Award the construction contract to FASCO Inc. for improvements to Greenfield Terrace Park.

ATTACHMENTS

[Construction Contract Greenfield Terrace Park Improvements](#)

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____



AGREEMENT FOR CONTRACTOR SERVICES

Greenfield Terrace Park Improvements

THIS Agreement is made and entered into on this date _____, by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “City,” with a primary address of 200 W. Fifth Street, Greenville, NC 27858, and FASCO Inc., a corporation organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “Contractor,” whose primary offices are located at 2659 Hwy 258 North, Kinston, NC 28504.

GENERAL RECITALS

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

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

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

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

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall provide material, equipment and labor for the renovation and addition to the Barnes-Ebron-Taft building at Greenfield Terrace Park to increase the indoor assembly area including updates to the warming kitchen. Site improvements include paving the parking lot, ADA accessibility and landscaping improvements per the scope of work listed as the base bid, alternates one, two,

Greenfield Terrace Park Improvements

Vendor Name: FASCO, Inc.

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and three in the City's solicitation documents attached as Exhibit A, and amendments, if any, said work being hereinafter referred to as the "Work". The solicitation and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

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

I.C. ORDER OF PRECEDENCE

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

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City's solicitation attached hereto as Exhibit A; and
4. Contractor's Proposal attached hereto as Exhibit B; and
5. Coronavirus State and local fiscal recovery funds addendum attached hereto as Exhibit C.

I.D. SUBCONTRACTS

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

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

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

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

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

II.A. DATA AND SERVICES

II.A.1. The City's project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the ***Project Coordinator***. If assistance or further information is needed, the Contractor/Consultant shall contact the ***Project Coordinator, 252-329-4539***. All directions and communications from the City to the Contractor/Consultant shall be through the ***Project Coordinator*** or their designee unless otherwise stated herein.

II.A.2. The City shall provide available data and information, as applicable to the detailed Work to be performed under this Agreement.

II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Contractor agrees to reimburse the City for loss or damage of City property while in Contractor's custody. Such City data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

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ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than ten (10) calendar days following execution of this agreement. The work will be substantially completed within **224 days** after issuance of the Notice to Proceed and fully completed by **April 4, 2025**. The Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **October 1, 2025**, unless there is a duly executed amendment signed by both parties agreeing to extend time for performance.

III.B. DELIVERABLES

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

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

Upon compliance with Paragraph IV.B below, Consultant/Contract will be eligible for

Vendor Name: FASCO, Inc.

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compensation for the services as outlined in the Construction Plans and Project Manual, which is incorporated into this Agreement as Attachment A.

Specifically, Contractor will be eligible to receive a not-to-exceed amount of \$1,223,500.00 (one million, two hundred twenty three thousand five hundred dollars and zero cents).

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

IV.B. **PAYMENT**

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

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

All invoices shall be directed to: *Project Management Department, Mike Watson, Project Coordinator, 2000 Cedar Lane Greenville, NC 27858* or emailed to *mwatson@greenvillenc.gov*.

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. **TERMINATION**

Greenfield Terrace Park Improvements

Vendor Name: FASCO, Inc.

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

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

Greenfield Terrace Park Improvements

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

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

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

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

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

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

V.B.3. Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required

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under this Agreement. Contractor shall be responsible for all travel and related expenses.

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

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

V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the ***Recreation and Parks Department*** or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

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

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

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations,

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finances, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Contractor's activities and operations while performing services under this contract. The Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as

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

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

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

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

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

- b. **Commercial General Liability:**

Limits:

Each Occurrence: \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate Limit \$2,000,000

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

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

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c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

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

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

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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

Vendor Name: FASCO, Inc.

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- f. conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

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

V.F. **NOTICE**

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

City:

City of Greenville
P.O. Box 7207
Greenville, NC 27835
Attn: Mike Watson

Contractor:

FASCO Inc.
2659 Hwy 258 North
Kinston, NC 28504
Attn: M. Glenn Smith

Vendor Name: FASCO, Inc.

Vendor Number: _____

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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. Work shall start no later than ten (10) calendar days following execution of this agreement and shall be completed by the end of the day on Friday, **April 4, 2025**.

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

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

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

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE AND NON-DISCRIMINATION**

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

Vendor Name: FASCO, Inc.

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

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

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

V.G.6. **ASSIGNMENT**

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

Greenfield Terrace Park Improvements

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contractor is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement, has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.

No employee, agent, Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with

Vendor Name: FASCO, Inc.

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this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

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

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

V.G.15 **RECORDS RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under this project have been closed. However, if any audit, litigation or other action

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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

Greenfield Terrace Park Improvements

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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

Greenfield Terrace Park Improvements

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parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. **HEADINGS**

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

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

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

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

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

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

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

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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 Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

V.G.27 **LIQUIDATED DAMAGES**

If the Contractor fails to complete the Work within the time specified as stated in V.G.1 of this contract, then the Contractor shall pay liquidated damages to the City in the amount of **\$1,000.00** (one thousand dollars) for each calendar day of delay until the work is completed or accepted.

[Signature Pages Follow]

Vendor Name: FASCO, Inc.

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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 warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

MAYOR

DATE

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBERS

113-00-40-00-000-000-534005-APR05
113-00-40-00-000-000-534005-APR05
060-04-40-51-000-000-534005-24006

PROJECT CODES

ARPA-SLFRF-GREENFIELD-ADMIN
ARPA-SLFRF-GREENFIELD-CONSTR
GREENFIELD-ADMIN

[Vendor Signature Page Follows]

Greenfield Terrace Park Improvements

Vendor Name: FASCO, Inc.

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SIGNATURE OF VENDOR

FASCO Inc.

FULL NAME OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

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Exhibit A
City's Solicitation

Greenfield Terrace Park Improvements

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Vendor Number: _____

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RECREATION AND PARKS
Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27835
252-329-4567

Project Manual

Greenfield Terrace Park Improvements

120 Park Access Road, Greenville, NC 27834

Construction Documents
April 05, 2024

HH Architecture, PA
PO Box 18808
Raleigh, NC 27619-8808
919-828-2301 phone
919-828-2303 fax
www.hh-arch.com

HH # 22-061

Greenfield Terrace Park Improvements

Vendor Name: FASCO, Inc.

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Greenfield Terrace Park Improvements

Greenville Recreation and Parks

HH # 22-061

Architect
HH Architecture
1100 Dresser Court
Raleigh, NC 27609



**Mechanical, Electrical, and
Plumbing Engineer**
En-Tech Engineering
1071 N Berkeley Blvd
Goldsboro NC 2753



Civil Engineer
Ark Consulting Group, PLLC.
2755-B Charles Blvd.
Greenville, NC 27858



Structural Engineer
Lynch Mykins
301 N West Street, Suite 105
Raleigh, NC 27603



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Greenville Recreation and Parks
120 Park Access Road, Greenville, NC 27834

HH # 22-061

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Performance and Payment Bond for the City of Greenville

City of Greenville/Greenville Utilities Commission Minority and/or
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012600.01	Field Order
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013200	Construction Progress Documentation
013233	Photographic Documentation
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013300.01	Submittal Cover Form
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220523	General-Duty Valves For Plumbing Piping
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--------	-------------------

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SECTION 001113 – ADVERTISEMENT FOR BIDS

The Greenville Recreation and Parks Department (GRPD) will accept bids for the Greenfield Terrace Park Improvements project after **April 15, 2024**. Sealed Proposals will be received by the City in the Jaycee Park Meeting Room, 2000 Cedar Lane, Greenville, NC 27858, at 2:00pm (Eastern Standard Time) on **Monday May 15, 2024**, and publicly opened thereafter at 2:00 pm. Bids shall be marked “SEALED BID”, addressed to the attention of Mr. Mike Watson, Greenville Recreation and Parks Department, and shall include the Name, Address, and License Number of the bidder, and the type proposal enclosed.

Contractors interested in bidding as prime bidders are required to attend the open **mandatory pre-bid meeting** which will be held **Tuesday April 30th at 10:00 am** at the Greenfield Terrace Park Barnes-Ebron-Taft Building, 120 Park Access Road, Greenville, NC 27834.

Complete plans and specifications for the project will be available from the City of Greenville website at <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities> for download.

For information, contact Joanna Thomas at HH Architecture (919) 828-2301 or jthomas@hh-arch.com

The City Council of the City of Greenville reserves the right to reject any or all proposals.

Owner:

Mike Watson
City of Greenville Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4539 Phone
(252) 329-4062

Architect:

HH Architecture
1100 Dresser Court
Raleigh, NC 27609
(919) 828-2301

END OF SECTION 001113

Vendor Name: FASCO, Inc.

Vendor Number: _____

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Greenfield Terrace Park Improvements
City of Greenville

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SECTION 002113 – INSTRUCTIONS TO BIDDERS

1. Bids will be received for Single Prime Contract. All proposals shall be for lump sum. It is the intent of the City to award this bid to the lowest responsive and responsible bidder.
2. Bidders are requested to return bids to the City of Greenville Recreation and Parks Department prior to bid opening. Bids will be opened promptly at the time specified in the Invitation to Bid. Bidders are cautioned to be prompt since No Bids Will Be Accepted after the time designated for the bid opening. The precise time will be monitored by the by the person responsible for opening the bids.
3. All bids submitted must be on the blank proposal forms herein provided and prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern.
4. Bids shall be enclosed in a sealed envelope, directed to the City of Greenville, Recreation and Parks Department, 2000 Cedar Lane, Greenville, North Carolina 27858, and marked with the bidder's North Carolina Contractor's License number. All bids must be marked Bid on the outside of the envelope.
5. Each proposal shall contain the full name and address of each bidder. When firms bid, the name of each member shall be signed and the firm name added, and the execution shall be done as more specifically stated herein under the following section.
6. The omission of prices upon any item for which bids are asked or the tendering of an unbalanced bid will be the cause of the rejection of the bid submitted.
7. No bid shall be considered or accepted by the City unless at the time of its filing, it is accompanied by a deposit of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid. In lieu of making that deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the City of Greenville upon the bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained by the City if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory bonds or deposit as required herein. The bidder to whom the award of contract is made shall either (a) furnish bonds as required by Article 3 of Chapter 44A of the N.C. General Statutes, using the form supplied by the City; or (b) deposit with the City money, certified check or government securities. The bonds or deposit shall be for the full amount of the contract to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44 A.
8. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for general contractor.

Instructions to Bidders

002113 - 1

Greenfield Terrace Park Improvements

NOTE: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

9. Except to the extent allowed by statute, bids shall not be withdrawn and bids shall remain subject to acceptance by the City for a period of 90 days.
10. Bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.
11. The bids will be evaluated and the contract awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority and / or Women Business Enterprise (M/WBE) requirements supplied with this bid package. These forms must be filled out and returned with the bid proposal. Any bids submitted without these completed forms shall be deemed as "non-responsive". If there are any questions or problems in filling out these forms, please contact:
 - a. Tish Williams, MWBE Coordinator 252-329-4462
12. The City of Greenville, NC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby 1178814- v4 7 notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
13. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
14. The contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the City of Greenville.
15. The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
16. It shall be the contractor's responsibility to obtain all necessary and required permits and inspections. These permits shall be presented upon demand.
17. The Contractor will perform, or have performed, all necessary site layout (both lines and grades) for this construction.

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

Greenfield Terrace Park Improvements
City of Greenville

Construction Documents
3/4/2024

18. The Contractor must provide the City of Greenville a safety plan of their organization, prior to approval of the contract.
19. The following standard documents shall be used for their intended purposes unless the Owner consents to use other forms:
 - a. Standard Form of Agreement Between Owner and Contractor
 - b. General Conditions of the Contract for Construction.
20. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements section of this document.
21. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having a BEST rating of A or better.
22. Insurance shall be evidenced by a certificate:
 - a. Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 - b. Certificates should be addressed to:
 - i. City of Greenville Recreation and Parks Department
Attn: Mike Watson
2000 Cedar Lane
Greenville, NC 27858
23. **INSURANCE:**

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

1. **Workers' Compensation Insurance:**

No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees.

Limits: Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.
 Bodily Injury by Disease \$1,000,000 policy limit.
 Bodily Injury by Disease \$1,000,000 each employee.

2. **Commercial General Liability:**

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

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

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

Greenfield Terrace Park Improvements
City of Greenville

Construction Documents
3/4/2024

standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations. Additionally, the Contractor must be added as an Additional Insured to the Commercial General Liability policy.

3. Commercial Automobile Liability:

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

4. Cancellation:

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

5. Proof of Carriages:

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

24. Hold Harmless and Indemnity Agreement:

- a. To the fullest extent permitted by law, Company shall indemnify and hold harmless the City, its employees, agents, and consultants against any liability arising out of or in connection with any of the operations or obligations of Company, including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of Company or anyone directly or indirectly employed by them or anyone for whose acts the Company may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.

25. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.

26. Unit Prices: All unit prices shall be bid. Unit Prices shall be net, no profit or overhead shall be added or deducted when applying Unit Prices to the contract sum adjustments.

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

Greenfield Terrace Park Improvements
City of Greenville

Construction Documents
3/4/2024

27. All work under this contract shall be completed within ninety (90) days from the date of the Notice to Proceed.
28. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
29. IRAN DIVESTMENT ACT: Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
30. Any questions regarding the Contract Conditions and Bid Documents should be directed to Joanna Thomas, HH Architecture, in writing by email to jthomas@hh-arch.com.

END OF SECTION 002113

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

(USE THIS FORM ONLY)

SUBMIT PROPOSALS IN CARE OF:

Recreation and Parks Department

City of Greenville

2000 Cedar Lane

Greenville, NC 27858

(252) 329-4242

BIDDER'S FIRMNAME _____

DATE: _____

PROPOSAL: Greenfield Terrace Park Improvements

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 101 City Hall Plaza, Greenville, NC 27701, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Greenfield Terrace Park Improvements**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows:

Base Bid:

(\$ _____) _____ dollars

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

ADDENDA

The following addenda are acknowledged as having been received and noted, the provisions for which are included in the proposal(s). Failure to acknowledge receipt of any addenda will subject the bidder to disqualification. CONTRACTOR to sign.

Addendum No. 1: _____

Addendum No. 2: _____

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid.

Alternate No. 1: _____

Alternate No. 2: _____

Alternate No. 3: _____

Alternate No. 4: _____

Alternate No. 5: _____

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

No. 1 Unit Price (\$) _____

No. 2 Unit Price (\$) _____

No. 3 Unit Price (\$) _____

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. CONTRACTOR to sign.

MBE / WBE Form(s):

Refer to the Instructions section found on page 3 of the MBE / WBE Forms in the Project Manual.

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

Bid Bond for City of Greenville:

Refer to the Bid Bond forms found in the Project Manual. *Use these forms only.*

Respectfully submitted this _____ day of _____, 2024.

Signature: _____

Title: _____

Firm: _____

Address: _____

License No. _____

Expiration Date: _____

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

BID BOND for the City of Greenville

Contract name and number or other description of the Contract:

Name of Bidder:

Name, address, and telephone number of Surety's N. C. Resident Agent:

Telephone number of Surety's home office:

Surety is a corporation organized and existing pursuant to the laws of the State of:

Amount of this bond: check (a) or (b):

____(a) (write or type the amount in words and figures) All numbers in this section are in U. S. dollars.

(\$)
____(b) five percent of the amount of the proposal

Bond number:

Date of execution of this bond:

Obligee: CITY OF GREENVILLE, a North Carolina municipal corporation.

KNOW ALL PERSONS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed to act as surety in North Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of the amount stated above, for the payment of which sum, well and truly to be made, the Surety binds itself and its successors and assigns, jointly and severally, by these presents. Whereas the Bidder is herewith submitting a proposal for the Contract referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash deposit pursuant to G.S. 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the contract for which the bond is submitted, and shall, within ten days after the award is made, execute and deliver to the Obligee the contract and give satisfactory surety as required by G.S. 143-129, then this obligation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder fails or refuses to so execute and deliver said contract or give said satisfactory surety, the Surety shall upon demand forthwith pay to the Obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of extensions of time, for the opening of proposals and for the modification, award, execution, and delivery of the contract. IN WITNESS WHEREOF, the Surety has executed this instrument under its seal as of the date of execution indicated above, pursuant to authority of its governing body.

(name of Surety)

(signature of Surety's attorney in fact)
(Affix Surety's corporate seal)

(Instructions to Surety: If you use a raised corporate seal, press hard enough to make it legible.)

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF BID BOND

State of _____ County of _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for

_____, the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

PERFORMANCE BOND AND PAYMENT BOND

Date of Contract:

Contract Name and Number:

Name of Principal (Name of Contractor):

The Principal is organized and existing under the laws of the following State:

Name of Surety:

Name, address, and telephone number of Surety's N. C. Resident Agent:

Amount of Performance Bond (in words and figures):

dollars

(\$)

Bond number:

Date of Execution of these Bonds:

Contracting Body: CITY OF GREENVILLE, a North Carolina municipal corporation.

Amount of Payment Bond: same dollar amount as the dollar amount of the Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications. The undertakings, covenants, terms, conditions, and agreements of said contract shall include, without limitation, the Principal's obligations, if any, with respect to damages for delay, to indemnify, and to provide warranties.

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

KNOW ALL PERSONS BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications.

The Performance Bond and the Payment Bond are being combined here only for purposes of convenience in signing and acknowledging, and the obligations of the Principal and of the Surety are the same as if the bonds were on separate documents. Each bond is in the dollar amount stated above, and the amounts of these bonds are not combined. The Surety agrees that both of these bonds are fully binding on it whether or not the Principal executes these bonds. These bonds are given pursuant to Article 3 of Chapter 44A of the N. C. General Statutes.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument (for both the Performance Bond and the Payment Bond) under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(name of Principal)

[Execution by Principal when the Principal is a corporation]

By: _____
Title of officer: _____

(Affix Principal's corporate seal.)

[Execution by Principal when the Principal is a limited liability company]

By: _____
Manager of Principal

[Surety's execution]

(name of Surety)

(signature of attorney in fact)
(Affix Surety's corporate seal.)

(Instructions to Surety and Principal: If you use a raised corporate seal, press hard enough to make it legible.)

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

ACKNOWLEDGMENT OF ~~CONTRACTOR'S~~ EXECUTION OF CONTRACT AND PERFORMANCE BOND AND PAYMENT BOND

[Acknowledgment when the Contractor (the Principal) is a corporation]

State of _____ County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared before me this day and stated that he or she is

(~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of _____

_____, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract with the City of Greenville and Performance Bond and Payment Bond with respect to the contract and the corporate seal was affixed to said instrument(s). This the _____ day of _____, 20_____.

My commission expires: _____
Notary Public

[Acknowledgment when the Contractor (the Principal) is a limited liability company]

State of _____ County of _____

I, _____, a notary public for said county and state, certify that _____ (1) appeared before me this day, (2) stated that he or she is a manager of _____

_____, a limited liability company, (3) acknowledged that the foregoing contract with the City of Greenville and the Performance Bond and Payment Bond with respect to the contract carry on the company's business in the usual way, and (4) acknowledged the due execution of the contract and the Performance Bond and Payment Bond on behalf of the company.

This the _____ day of _____, 20_____.

My commission expires: _____
Notary Public

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

State of _____

County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before me this day and
stated that he or she is Attorney in Fact for

_____, the Surety named in the foregoing Performance Bond and
Payment Bond, in both of which bonds the contracting body is the City of Greenville, and that he or she
executed said bonds, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

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

**City of Greenville
Construction Guidelines and Affidavits
\$100,000 and above**

These instructions shall be included with each bid solicitation.

Greenfield Terrace Park Improvements

Vendor Name: FASCO Inc.

Vendor Number: _____

Contract # _____

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

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

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

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

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

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

Greenfield Terrace Park Improvements

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

Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive) Affidavit A (if

subcontracting)

OR

Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and cost)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed: Letter(s) of

Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

MBForms 2002-
Revised July 2010
Updated 2019

City of Greenville **AFFIDAVIT A – Listing of Good Faith Efforts**

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

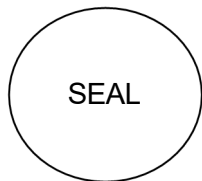
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d)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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

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

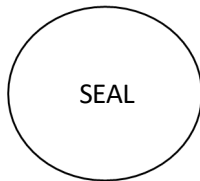
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

City of Greenville - AFFIDAVIT C - Portion of the Work to be

Performed by MWBE Firms

County of _____

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

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

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

Project ID# _____ (Project Name) Amount of Bid \$ _____

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

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

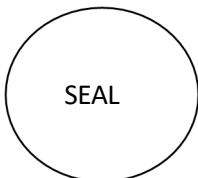
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

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

Affidavit of _____ I do hereby
certify that on the

(Name of Bidder)

Project ID# _____ (Project Name) _____ Amount of Bid \$ _____

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

Name and Phone Number	*MWBE Category	Work description	Dollar Value

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

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

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

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the

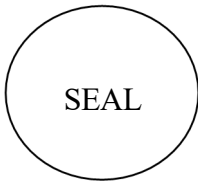
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

LETTER OF INTENT MWBE Subcontractor Performance

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

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

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

____ Minority Business Enterprise _____ Women Business Enterprise

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

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

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

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

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

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

Email Address: _____

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

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subcontractor:

Name of replacement subcontractor: _____

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

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work
 Decrease total dollar amount of work

Add additional subcontractor
 Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

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

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

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Vendor Name: FASCO, Inc.

Vendor Number: _____

Contract # _____

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

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification
MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___Yes ___No

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

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

Date: _____

Certified By: _____

Name

Title

Signature

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____

1100 DRESSER COURT RALEIGH, NC 27609
919 828-2301 TEL 919 828-2303 FAX HH-ARCH.COM



ADDENDUM #1

05/02/2024

Project Name: Greenfield Terrace Park Improvements
Owner: City of Greenville Recreation and Parks

HH Project #: 22-061

From: **HH Architecture**
Joanna Thomas
jthomas@hh-arch.com

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated 04/05/2024.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

REVISIONS TO SPECIFICATIONS

1. Revision to Section 087100 "Door Hardware" to include surface vertical rods in lieu of rim panic devices on hardware sets 5 and 6.
2. Revision to Section 087100 "Door Hardware" to include note cylinder dogging on all devices.
3. Revision to Section 000007 "Standard Form of Agreement Between Owner and Contractor" to note the 224 day project duration and \$1,000 per day liquidated damages.

CLARIFICATIONS

1. The meeting minutes from the pre-bid conference, including the sign-in sheet and question/answer records are included as part of this addendum.

Vendor Name: FASCO Inc.

Vendor Number: _____

Contract # _____

2. Question received regarding LVT-1: The Basis of Design, Mannington product is a 5.0 mm thick/20 mil wear layer product. The Mohawk equal 1 is a 2.5 mm thick/20 mil wear layer product and the Interface equal 2 is a 4.5 mm/20 mil. Pricing will vary based on the construction of the Mannington and Interface products differing from the Mohawk product (thickness differences. Mannington has a product in the exact same color that is in their standard Spacia product line which is the exact same as the specifications for the Mohawk piece. Is the intent for the LVT products to meet the 2.5mm thickness or the 4.5/5mm thickness? If it is the 2.5mm thickness, is pricing the standard Spacia product from Mannington acceptable?

- a. **Answer:** Yes, the 2.5 mm product from Mannington is acceptable.

END OF ADDENDUM #1

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____



1100 DRESSER COURT RALEIGH, NC 27609
919 828-2301 TEL 919 828-2303 FAX HH-ARCH.COM

ADDENDUM #2

05/06/2024

Project Name: Greenfield Terrace Park Improvements
Owner: City of Greenville Recreation and Parks

HH Project #: 22-061

From: HH Architecture
Joanna Thomas
jthomas@hh-arch.com

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated 04/05/2024.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

REVISIONS TO SPECIFICATIONS

1. Add Divisions 22, 23, 26, 27, 28, 31, 32, and 33 to project specifications.

REVISIONS TO DRAWINGS

1. Revision to sheet A520 to correct keynotes for toilet accessories.

CLARIFICATIONS

1. Because of the revisions to specifications, the new deadline for all RFIs is **May 8 @ 9 am**. No questions will be addressed after this time.
2. The final addenda will be issued before **May 8 @ 6 pm**.
3. The final bid date will not change.

END OF ADDENDUM #2

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____



1100 DRESSER COURT RALEIGH, NC 27609
919 828-2301 TEL 919 828-2303 FAX HH-ARCH.COM

ADDENDUM #3

05/08/2024

Project Name: Greenfield Terrace Park Improvements
Owner: City of Greenville Recreation and Parks

HH Project #: 22-061

From: **HH Architecture**
Joanna Thomas
jthomas@hh-arch.com

To: All plan holders

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated 04/05/2024.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

REVISIONS TO SPECIFICATIONS

1. Add Section 092900 "Gypsum Board" to project manual.
2. Add Section 092216 "Non-Structural Metal Framing" to project manual.

CLARIFICATIONS

1. Question received: On Alternate 4, are the rooms and exterior going to be painted? The exterior wood ceiling and wood columns have never been painted. The CMU and fascia board and wood siding have been painted.
 - a. Answer: Alternate 4 is to include painting of the exterior CMU, fascia, siding, and exterior hollow metal doors.
2. Question received: Is there seeding or sodding on this project?
 - a. Answer: Per sheet C3.0, note 9 "All graded areas are to receive seed or sod." Owner preference is to seed all graded areas.
3. Additional information pertaining to Alternate 2 is attached to this addenda.

END OF ADDENDUM #3

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____

Exhibit B

Contractor's Proposal

Vendor Name: FASCO Inc.

Vendor Number: _____

Contract # _____

SUBMIT PROPOSALS IN CARE OF:

Recreation and Parks Department
City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRM NAME FASCO, Inc.

DATE: 5/15/2024

PROPOSAL: Greenfield Terrace Park Improvements

The Undersigned, as Bidder, hereby declares that only person or persons interested in this proposal as principals or principals is or are named herein and that no other persons than herein mentioned has any interest in this proposal or in the contract to be entered, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

Materials to be furnished shall be in compliance with standard specifications and special provisions. CONTRACTOR'S responsibility shall continue uninterrupted until expiration of the warranty period as stated in the specifications after completion of the work. The owner (City of Greenville) reserves the right to select any or all of the alternates and to increase or decrease the total contract amount utilizing the unit prices supplied by the CONTRACTOR in the bid form.

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 101 City Hall Plaza, Greenville, NC 27701, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Greenfield Terrace Park Improvements**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows:

Base Bid:

(\$ 1,170,000.00) One million one hundred and seventy thousand and 00/100 dollars

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____

ADDENDA

The following addenda are acknowledged as having been received and noted, the provisions for which are included in the proposal(s). Failure to acknowledge receipt of any addenda will subject the bidder to disqualification. CONTRACTOR to sign.

Addendum No. 1: MDA

Addendum No. 2: MDA

" No. 3 MDA

ALTERNATES

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" the base bid.

Alternate No. 1: +⁹2,000.00

Alternate No. 2: +39,500.00

Alternate No. 3: +12,000.00

Alternate No. 4: +⁹6,000.00

Alternate No. 5: +36,000.00

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

No. 1 Unit Price (\$) \$2.00/sf 1/4 thick

No. 2 Unit Price (\$) \$44.00/cy

No. 3 Unit Price (\$) \$ NO BID

REQUIRED FORMS

The following forms have been completed by the CONTRACTOR and are attached hereto. CONTRACTOR to sign.

MBE / WBE Form(s):

Refer to the Instructions section found on page 3 of the MBE / WBE Forms in the Project Manual.

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____

Bid Bond for City of Greenville:

Refer to the Bid Bond forms found in the Project Manual. *Use these forms only.*

Respectfully submitted this 15th day of May, 2024.

Signature: M. Glenn Hill

Title: President

Firm: FASCO, Inc.

Address: P.O. Box 1697
Kinston, NC 28503

License No. FASCO, Inc.

Expiration Date: Dec. 31, 2024



Vendor Name: FASCO Inc.

Vendor Number: _____

Contract # _____

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

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of Lenoir

(Name of Bidder)

Affidavit of FASCO, Inc.

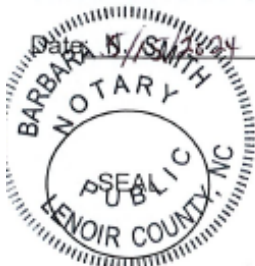
I have made a good faith effort to comply under the following areas checked:

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

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

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

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



Date: 5/15/2024 Name of Authorized Officer: M. Glenn Smith
Signature: [Handwritten Signature]
Title: President

State of NC, County of Lenoir
Subscribed and sworn to before me this 15th day of May 2024
Notary Public Barbara A. Smith
My commission expires 10/20/2026

MBForms 2002-
Revised July 2010
Updated 2019

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____

BID BOND for the City of Greenville

Contract name and number or other description of the Contract: Greenfield Terrace Park Improvements,
Greenville, NC

Name of Bidder: FASCO, Inc.

Name, address, and telephone number of Surety's N. C. Resident Agent: Tyler Turnbull
11405 N. Community House Rd., Suite 280
Charlotte, NC 28277 Ph# 704-208-4884

Telephone number of Surety's home office: 405-752-2600

Surety is a corporation organized and existing pursuant to the laws of the State of: Minnesota

Amount of this bond: check (a) or (b):
___(a) (write or type the amount in words and figures) All numbers in this section are in U. S. dollars.

(\$)
 (b) five percent of the amount of the proposal

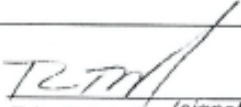
Bond number: N/A - Bid Bond

Date of execution of this bond: May 15, 2024

Obligee: CITY OF GREENVILLE, a North Carolina municipal corporation.

KNOW ALL PERSONS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed to act as surety in North Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of the amount stated above, for the payment of which sum, well and truly to be made, the Surety binds itself and its successors and assigns, jointly and severally, by these presents. Whereas the Bidder is herewith submitting a proposal for the Contract referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash deposit pursuant to G.S. 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the contract for which the bond is submitted, and shall, within ten days after the award is made, execute and deliver to the Obligee the contract and give satisfactory surety as required by G.S. 143-129, then this obligation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder fails or refuses to so execute and deliver said contract or give said satisfactory surety, the Surety shall upon demand forthwith pay to the Obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of extensions of time, for the opening of proposals and for the modification, award, execution, and delivery of the contract. IN WITNESS WHEREOF, the Surety has executed this instrument under its seal as of the date of execution indicated above, pursuant to authority of its governing body.

Granite Re, Inc.
(name of Surety)


Tyler Turnbull (signature of Surety's attorney in fact)
(Affix Surety's corporate seal)

(Instructions to Surety: If you use a raised corporate seal, press hard enough to make it legible.)

Vendor Name: FASCO Inc.

Vendor Number: _____

Contract # _____

ACKNOWLEDGMENT OF SURETY'S EXECUTION OF BID BOND

State of South Carolina County of York

I, Beverly Boyd Ivey, a notary public in and for said county and state, certify that Tyler Turnbull personally appeared before me this day and acknowledged that he or she is Attorney in Fact for

Granite Re, Inc., the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the 15th day of May, 2024.

My commission expires:
September 9, 2031

Beverly Boyd Ivey
Beverly Boyd Ivey Notary Public



Vendor Name: FASCO Inc.
 Vendor Number: _____

Contract # _____

BID TAB

For Bids Received: May 15, 2024 @ 2 pm
 Job Title: Greenfield Terrace Park Improvements
 City of Greenville Recreation and Parks

SCO #:
 HH # 22-681



General Contractors	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Alternate 5	5% Bid Bond	MBE	Addenda Received	Signed
NAME: Group III Management, Inc. License # 22369	\$1,217,000	\$5,200	\$59,500	\$12,500	\$6,600	\$44,000	Y	Y	Y	Y
NAME: Barry Building Group, Inc. License # 81204	\$1,190,000	\$1,725	\$41,142	\$10,289	\$5,485	\$30,990	Y	Y	Y	Y
NAME: Ferritor & Sons, Inc. License # 3934	\$1,190,000	\$8,500	\$45,000	\$15,000	\$6,000	\$35,000	Y	Y	Y	Y
NAME: FASCO, Inc. License # 8015	\$1,170,000	\$2,000	\$39,500	\$12,000	\$6,000	\$36,000	Y	Y	Y	Y

- Alternate 1 Demolition of (2) existing playground structures.
- Alternate 2 Resurfacing and restriping of existing basketball court. Installation of (2) new basketball goals.
- Alternate 3 Installation of new interior acoustic wall panels.
- Alternate 4 Striping and painting of existing adjacent park shelter.
- Alternate 5 Multipanel folding glass wall in lieu of fixed aluminum storefront.

I certify that the above is a true and accurate copy of the bids received on May 15, 2024 @ 2 pm

[Signature]
 Name _____

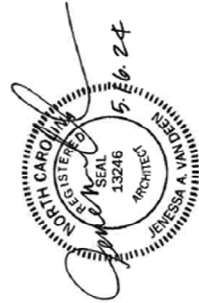


Exhibit C

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).

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Exhibit C

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "Addendum") is entered into by and between FASCO Inc. ("Contractor"), and The City of Greenville ("City"), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("State Fiscal Recovery Fund") or Coronavirus Local Fiscal Recovery Fund ("Local Fiscal Recovery Fund" and, together with the State Fiscal Recovery Fund, the "Fiscal Recovery Funds") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA"); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

Definitions

A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

1. "ARPA" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

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2. "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.
3. "Applicant" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
4. "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").
5. "Contract" shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
7. "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.").
8. "Government" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").
9. "Laborer" or "Mechanic" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: ("The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

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10. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

Equal Employment Opportunity

A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including

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an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the

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equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

Copeland "Anti-Kickback" Act

- A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.

Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A., (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual

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was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV.A. (Overtime Requirements), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

Rights to Inventions Made Under a Contract or Agreement

A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below.¹ "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and

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2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
 - C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
 - D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
 - E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
 - F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act*. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

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- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A. above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.² This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

Byrd Anti-Lobbying Amendment

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C.

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§ 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section YID.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

Procurement of Recovered Materials

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit's preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website.³ Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
 - 1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
 - 2. "Covered Foreign Country" means the People's Republic of China.
 - 3. "Covered Telecommunications Equipment or Services" means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities,

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physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

4. "Critical Technology"⁴ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan

Vendor Name: FASCO Inc.

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guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment that:
 1. Is not used as a Substantial or Essential Component of any system and
 11. Is not used as Critical Technology of any system.
 - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical

Vendor Name: FASCO Inc.

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Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 (d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.

2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:

a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

Domestic Preferences for Procurements

A. For purposes of this Section XI, the terms below are defined as follows:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
2. "Manufactured Products" means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

Solicitation of Minority and Women-Owned Business Enterprises

A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority

Greenfield Terrace Park Improvements

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businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

- B. For the purposes of Section XII.A., an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Access to Records

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c) (1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

Vendor Name: FASCO Inc.

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- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.⁵

Other Non-Discrimination Statutes

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
 - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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Miscellaneous

- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

Vendor Name: FASCO Inc.
Vendor Number: _____

Contract # _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

UNIT:

By: _____

Name: _____

Title: _____

*[Signature Page to Coronavirus State and Local Fiscal Recovery Funds
Addendum]*

Vendor Name: FASCO Inc.

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Contract # _____

**ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21- CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, FASCO, Inc., certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Greenfield Terrace Park Improvements



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Resolution Authorizing Contract Award for the Construction of the Public Works Stormwater Pipe Improvements Phase II for the Public Works Stormwater Pipe Improvements.

Explanation: The City of Greenville is replacing the corrugated metal pipe that runs along the southern side of the Public Works complex. The existing 84-inch pipe conveys water from Skinner Street through the Public Works facility to Beatty Street. Due to corrosive soil conditions, the pipe has deteriorated. The corrosion of the bottom of the pipe has accelerated and has caused the integrity of the pipe to be compromised. Several sinkholes have formed at the Public Works facility. This Phase is 500 feet long and includes rerouting, replacing, and upsizing the existing stormwater drainage system from approximately 1,300 feet upstream of Beatty Street to the existing upstream headwall on Skinner Street with an 8' x 8' RCBC within the general area of the City of Greenville Public Works yard.

Public Works initiated this design phase in May 2023 with a design completion for this phase occurring in March 2024. The design was advertised for bid for four (4) weeks to provide contractors ample time to provide bids and obtain costs from subcontractors. The City received three (3) bids on May 10, 2024. Kwest Group, LLC submitted the lowest responsible, responsive bid of \$2,584,244.60. With the award of this project, it is expected that the Kwest Group will begin construction immediately following the completion of Phase I in November 2024. The schedule for this project is 8 months after the Notice to Proceed is sent to the contractor.

Fiscal Note: The total contract amount to Kwest Group is \$2,584,244.60. The project will be funded with the American Rescue Plan Act (ARPA), and the City's Long Range Debt Plan through installment financing in conjunction with the BUILD Grant.

Recommendation: City Council approves the resolution to award a construction contract for the Public Works Stormwater Pipe Improvements Phase II to Kwest Group, LLC for \$2,584,244.60.

ATTACHMENTS

- [RESOLUTION - PW SW PROJECT PHASE II - DM#1194635.pdf](#)
- [2024-05-14 Rec of Award KWEST.pdf](#)

RESOLUTION NO.

RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE CONSTRUCTION OF THE PUBLIC WORKS STORMWATER PIPE
IMPROVEMENTS PHASE II PROJECT

WHEREAS, the City of Greenville staff has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City of Greenville staff has reviewed and identified Kwest Group, LLC as the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of the Public Works Stormwater Pipe Improvements Phase II in Pitt County is hereby awarded to Kwest Group, LLC and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Kwest Group, LLC for the construction of said project in the amount of \$2,584,244.60.

ADOPTED this 10th day of June 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

May 14, 2024

Mr. Kevin Mulligan, PE
City of Greenville
1500 Beatty Street
Greenville, NC 27834

**RE: City of Greenville, North Carolina
Public Works Stormwater Pipe Improvements Phase 2
WKD Project Number 20220983.00.RA
Bid Tabulation and Recommendation**

Dear Kevin:

Formal bids for the referenced project were opened on May 10, 2024 at 10:00 AM EDT. Three bids were received, where the three lowest bidders, listed in ascending order, are Kwest Group, LLC, Fred Smith Company, and Trader Construction Company. All bids contained the required 5% bid bond, acknowledged receipt of all addenda, identified their North Carolina General Contractors License number, and enclosed the properly executed bid forms, supplemental forms, and Minority and Women Business Enterprise forms. The Certified Bid Tabulation and Bid Opening Meeting Minutes are attached to this Recommendation Letter.

No math errors were discovered during our review of the three submitted bids for this project. The attached Certified Bid Tabulation reflects the provided bid values.

Based on our bid analysis and background check of the apparent low bidder, Kwest Group, LLC is the responsive lowest bidder with a Base Bid of \$2,075,449.60, a Bid Alternate of \$508,795.00, and a Total Bid of \$2,584,244.60.

Kwest Group, LLC has been doing public and private utility work in the United States for many years and has worked successfully on similar projects of equal size. They have worked on a few grading and utility projects within North Carolina. Their references spoke positively about Kwest Group's construction work capability and practices.

We recommend the City of Greenville award the Total Bid, including the Bid Alternate, to **Kwest Group, LLC, in the amount of \$2,584,244.60.**

As always, we appreciate the opportunity to provide you with our services and look forward to assisting you with the construction of this project.

Sincerely,

W.K. Dickson & Co., Inc.

A handwritten signature in blue ink, appearing to read 'M. Horstman', with a long horizontal flourish extending to the right.

Marc T. Horstman, PE, PH, BC.WRE

Attachment

- Bid Opening Meeting Minutes
- Certified Bid Tabulation

Bid Opening Meeting Minutes for the City of Greenville Public Works Stormwater Pipe Improvements Phase 2

Date: Friday, May 10, 2024
Time: 10:00 am
Place: City of Greenville Public Works Department Conference Room,
1500 Beatty Street, Greenville NC

Bid Opening Attendees:

Kevin Mulligan – City of Greenville

Kevin Heifferon – City of Greenville

Devin Thompson – City of Greenville

Gentry Coward – City of Greenville

Marc Horstman – WK Dickson

Jason Rurak – WK Dickson

Greg Churchill – Rivers and Associates

Carl Collie – Fred Smith Company

John Switzer – Trader Construction Company

Myron Meadows – Trader Construction Company

Zac Shuttsa – Kwest Group

Brad Lee – Oldcastle

Derek Easter – Oldcastle

Bid Opening Results

- The clock in the main conference room at the City Public Works facility located at 1500 Beatty Street was established as the official clock.
- Three bids were received prior to 10:00 am.
- At promptly 10:00 am, Marc Horstman declared the bid closed. All Contractors indicated that they received all provided addenda and no objections were issued prior to the bid opening.
- Right after the bids were closed, the bid opening commenced.
- The following were the Bid Results for the three submitted bids:
 - Kwest Group, LLC - Base: \$2,075,449.60; Alt: \$508,795.00; **Total: \$2,584,244.60**
 - Fred Smith Company - Base: \$2,628,930.00; Alt: \$365,715.00; **Total: \$2,985,645.00**

- Trader Construction Co. - Base: \$3,001,994.50; Alt: \$548,074.00; **Total: \$3,550,069.50**
- After all bids were read, the bid opening was declared officially closed at 10:18 am.
- The Bid Opening Results indicate that Kwest Group, LLC is the Apparent Low Bidder. However, the bid package will be reviewed for all submitted bids to determine the Responsive Lowest Bidder. Attached to these meeting minutes are the Certified Bid Tabulations.



Bid Meeting Attendance List

Project: Public Works Stormwater Pipe Improvements Phase 2 Project

Project No.: WKD #20220983.00.RA

Bid Date: May 10, 2024 at 10:00 am

Location: City of Greenville, 1500 Beatty Street, Greenville, NC 27834

	Name	Company	Telephone#	E-mail Address
1.	Marc Horstman	WK Dickson	919-215-1198	mhorstman@wkdickson.com
2.	Jason Ruark	WK Dickson	(919) 526-5347	jruark@wkdickson.com
3.	John Switzer	Trader Construction	(252) 670-3025	jswitzer@traderconstruction.com
4.	MYRON MEADOWS	TRADER CONSTRUCTION	(252) 670.8617	myromeadows@traderconstruction.com
5.	Zee Shutsa	Kwest Group	419 461 5400	zeecheryshutsa@kwestgroup.com
6.	David Thompson	COG	252-355-4522	dthompson@goville.nc.gov
7.				
8.				
9.				
10.				
11.				
12.				



Bid Meeting Attendance List

Project: Public Works Stormwater Pipe Improvements Phase 2 Project

Project No.: WKD #20220983.00.RA

Bid Date: May 10, 2024 at 10:00 am

Location: City of Greenville, 1500 Beatty Street, Greenville, NC 27834

Name	Company	Telephone#	E-mail Address
1. CAEL COLLIE	Fred Smith Company	919-901-8225	ccollie@fredsmithcompany.net
2. Derek Easter	oldcastle	919-801-7580	Derek.Easter@oldcastle.com
3. BRAD LEE	oldcastle	919-609-9671	BRAD.LEE@oldcastle.com
4. Greg Churchill	Rivers & Associates, Inc.	252-752-4135	gchurchill@riversandassociates.com
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Bid Meeting Attendance List

Project: Public Works Stormwater Pipe Improvements Phase 2 Project

Project No.: WKD #20220983.00.RA

Bid Date: May 10, 2024 at 10:00 am

Location: City of Greenville, 1500 Beatty Street, Greenville, NC 27834

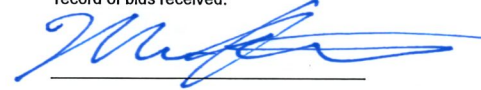
Name	Company	Telephone#	E-mail Address
1. Kevin M. Hefferon	COG PW	252-378-5214	khefferon@govill.nc.gov
2. Gentry Coward	COG PWD	252-329-4050	gcoward@greenvillenc.gov
3. Kevin Muligan	COG	4570	kmulligan@greenvillenc.gov
4.			
5.			
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11.			
12.			

CERTIFIED BID TABULATION

BID TABULATION SHEET

OWNER: City of Greenville
 PROJECT: Public Works Stormwater Pipe Improvements Phase 2
 LOCATION: 1500 Beatty Street, Greenville, NC 27834
 DATE: 5/10/2024

I Certify that this is a true and corrected record of bids received.



W.K. Dickson & Co., Inc.

Raleigh, N.C.

NC License No F-0374



Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:	KWEST GROUP	FRED SMITH COMPANY	TRADER CONSTRUCTION COMPANY
Address:	8305 Fremont Pike Perrysburg, OH 43551	701 Corporate Center Dr, Ste 101 Raleigh, NC 27607	PO Drawer 1578 New Bern, NC 28563
License Number/Bid Bond	NC License No. 78857	NC License No. 43848	NC License No. 2943

ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	800	Mobilization	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 120,000.00	\$ 120,000.00	\$ 315,900.00	\$ 315,900.00
2	801	Construction Surveying	1	LS	\$ 12,400.00	\$ 12,400.00	\$ 25,000.00	\$ 25,000.00	\$ 32,400.00	\$ 32,400.00
3	SP-18	Construction As-Builts	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00	\$ 3,500.00	\$ 14,400.00	\$ 14,400.00
4	SP-03	Erosion and Sediment Control	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 45,000.00	\$ 45,000.00	\$ 17,700.00	\$ 17,700.00
5	226	Grading	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 45,100.00	\$ 45,100.00	\$ 28,700.00	\$ 28,700.00
6	226	Undercut Excavation	190	CY	\$ 45.00	\$ 8,550.00	\$ 53.00	\$ 10,070.00	\$ 70.00	\$ 13,300.00
7	SP-21	Removal and Disposal of Existing Stormwater Pipe	210	LF	\$ 75.00	\$ 15,750.00	\$ 109.00	\$ 22,890.00	\$ 160.00	\$ 33,600.00
8	SP-21	Removal and Disposal of Existing Stormwater Structures	2	EA	\$ 3,100.00	\$ 6,200.00	\$ 3,200.00	\$ 6,400.00	\$ 14,200.00	\$ 28,400.00
9	SP-21	Removal and Disposal of Existing Asphalt Pavement	130	SY	\$ 145.00	\$ 18,850.00	\$ 24.00	\$ 3,120.00	\$ 90.00	\$ 11,700.00
10	SP-21	Removal and Disposal of Existing Concrete Curb and Gutter	110	LF	\$ 14.00	\$ 1,540.00	\$ 30.00	\$ 3,300.00	\$ 30.00	\$ 3,300.00
11	265	Select Granular Material	3,000	CY	\$ 16.00	\$ 48,000.00	\$ 40.00	\$ 120,000.00	\$ 50.00	\$ 150,000.00
12	310	18" R.C. Pipe Culverts, Class III	50	LF	\$ 328.00	\$ 16,400.00	\$ 134.00	\$ 6,700.00	\$ 300.00	\$ 15,000.00
13	310	24" R.C. Pipe Culverts, Class III	110	LF	\$ 422.00	\$ 46,420.00	\$ 193.00	\$ 21,230.00	\$ 300.00	\$ 33,000.00
14	310	54" R.C. Pipe Culverts, Class III	20	LF	\$ 900.00	\$ 18,000.00	\$ 467.00	\$ 9,340.00	\$ 1,100.00	\$ 22,000.00
15	SP-53	8' X 8' Precast R.C. Box Culverts	475	LF	\$ 2,410.00	\$ 1,144,750.00	\$ 3,030.00	\$ 1,439,250.00	\$ 2,793.00	\$ 1,326,675.00
16	SP-28	# 57 Stone, Undercut Bedding	285	CY	\$ 90.00	\$ 25,650.00	\$ 78.00	\$ 22,230.00	\$ 100.00	\$ 28,500.00
17	SP-28	# 57 Stone, Miscellaneous	15	CY	\$ 105.00	\$ 1,575.00	\$ 128.00	\$ 1,920.00	\$ 140.00	\$ 2,100.00
18	520	Aggregate Base Course	380	TON	\$ 85.00	\$ 32,300.00	\$ 45.00	\$ 17,100.00	\$ 60.00	\$ 22,800.00
19	607	Milling Asphalt Pavement, 1.5" to 3"	1,000	SY	\$ 14.45	\$ 14,450.00	\$ 11.00	\$ 11,000.00	\$ 14.45	\$ 14,450.00
20	610	Asphalt Conc Surface Course, Type S9.5C	280	TON	\$ 87.16	\$ 24,404.80	\$ 149.00	\$ 41,720.00	\$ 81.35	\$ 22,778.00
21	620	Asphalt Binder for Plant Mix	15	TON	\$ 890.90	\$ 13,363.50	\$ 760.00	\$ 11,400.00	\$ 890.90	\$ 13,363.50
22	710	6" Portland Cement Concrete Pavement	460	SY	\$ 121.00	\$ 55,660.00	\$ 250.00	\$ 115,000.00	\$ 142.00	\$ 65,320.00
23	840	Pipe Plugs	7	CY	\$ 6,000.00	\$ 42,000.00	\$ 2,700.00	\$ 18,900.00	\$ 6,100.00	\$ 42,700.00
24	SP-22	Flowable Fill	710	CY	\$ 120.53	\$ 85,576.30	\$ 149.00	\$ 105,790.00	\$ 198.00	\$ 140,580.00
25	SP-51	Standard Precast Catch Basin, COG Std 610.02	1	EA	\$ 5,900.00	\$ 5,900.00	\$ 6,400.00	\$ 6,400.00	\$ 18,600.00	\$ 18,600.00
26	SP-51	Standard Precast Catch Basin, COG Std 610.03	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 9,000.00	\$ 9,000.00	\$ 27,000.00	\$ 27,000.00
27	SP-51	Precast Junction Box with Manhole, COG Std 613.01	2	EA	\$ 9,000.00	\$ 18,000.00	\$ 10,500.00	\$ 21,000.00	\$ 18,100.00	\$ 36,200.00
28	SP-51	Traffic Bearing Grated Drop Inlet, NCDOT Std 840.35	4	EA	\$ 5,800.00	\$ 23,200.00	\$ 4,700.00	\$ 18,800.00	\$ 22,200.00	\$ 88,800.00
29	SP-52	Custom Drop Headwalls	1	EA	\$ 95,000.00	\$ 95,000.00	\$ 145,000.00	\$ 145,000.00	\$ 192,000.00	\$ 192,000.00
30	846	2'-0" Concrete Curb and Gutter	140	LF	\$ 40.00	\$ 5,600.00	\$ 49.00	\$ 6,860.00	\$ 82.00	\$ 11,480.00

Firm:				KWEST GROUP			FRED SMITH COMPANY			TRADER CONSTRUCTION COMPANY		
Address:				8305 Fremont Pike Perrysburg, OH 43551			701 Corporate Center Dr, Ste 101 Raleigh, NC 27607			PO Drawer 1578 New Bern, NC 28563		
License Number/Bid Bond				NC License No. 78857			NC License No. 43848			NC License No. 2943		
ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
31	SP-29	Traffic Control	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 20,000.00	\$ 20,000.00	\$ 6,900.00	\$ 6,900.00		
32	SP-35	Permanent Fertilizer, Seeding, and Mulching	830	SY	\$ 12.00	\$ 9,960.00	\$ 7.00	\$ 5,810.00	\$ 0.60	\$ 498.00		
33	SP-43	Safety Fence	1,100	LF	\$ 10.00	\$ 11,000.00	\$ 3.00	\$ 3,300.00	\$ 6.00	\$ 6,600.00		
34	SP-43	Tree Protection Fence	450	LF	\$ 11.00	\$ 4,950.00	\$ 3.00	\$ 1,350.00	\$ 5.00	\$ 2,250.00		
35	SP-31	Temporary 6' Tall Chain Link Barrier Fence	2,000	LF	\$ 8.00	\$ 16,000.00	\$ 10.00	\$ 20,000.00	\$ 15.00	\$ 30,000.00		
36	SP-44	Concrete Washout Structure	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 1,150.00	\$ 1,150.00	\$ 3,100.00	\$ 3,100.00		
37	SP-47	Topsoil	100	CY	\$ 110.00	\$ 11,000.00	\$ 135.00	\$ 13,500.00	\$ 75.00	\$ 7,500.00		
38	SP-32	Utility Coordination and Dry Utility Relocation Costs	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 19,000.00	\$ 19,000.00	\$ 18,600.00	\$ 18,600.00		
39	867	Existing Chain Link Fence Reset	100	LF	\$ 70.00	\$ 7,000.00	\$ 208.00	\$ 20,800.00	\$ 35.00	\$ 3,500.00		
40	SP-54	Remove and Reset Entrance Gate	1	EA	\$ 138,500.00	\$ 138,500.00	\$ 91,000.00	\$ 91,000.00	\$ 150,300.00	\$ 150,300.00		
Total of All Unit Price Base Bid Items						\$ 2,075,449.60		\$ 2,628,930.00		\$ 3,001,994.50		
DIVISION B - BID ALTERNATIVE #01												
A-1	520	Aggregate Base Course	4,400	TON	\$ 71.25	\$ 313,500.00	\$ 38.00	\$ 167,200.00	\$ 82.00	\$ 360,800.00		
A-2	610	Asphalt Conc Surface Course, Type S9.5C	1,375	TON	\$ 85.00	\$ 116,875.00	\$ 96.00	\$ 132,000.00	\$ 80.60	\$ 110,825.00		
A-3	620	Asphalt Binder for Plant Mix	75	TON	\$ 900.00	\$ 67,500.00	\$ 618.00	\$ 46,350.00	\$ 863.00	\$ 64,725.00		
A-4	SP-21	Removal and Disposal of Existing Concrete Pavement	35	SY	\$ 102.00	\$ 3,570.00	\$ 102.00	\$ 3,570.00	\$ 125.00	\$ 4,375.00		
A-5	710	6" Portland Cement Concrete Pavement, Miscellaneous	35	SY	\$ 210.00	\$ 7,350.00	\$ 217.00	\$ 7,595.00	\$ 210.00	\$ 7,350.00		
Total of Bid Alternative #01 Unit Price Items						\$ 508,795.00		\$ 356,715.00		\$ 548,075.00		
Total Amount (Base Bid + Bid Alt)=						\$2,584,244.60		\$2,985,645.00		\$3,550,069.50		



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Resolution Authorizing Contract Award for Task Order 6 (CA CO Inspection) for the Public Works Stormwater Pipe Improvements

Explanation: The City of Greenville is replacing the corrugated metal pipe that runs along the southern side of the Public Works complex. The existing 84-inch pipe conveys water from Skinner Street through the Public Works facility to Beatty Street.

Due to corrosive soil conditions, the pipe has deteriorated. The corrosion of the bottom of the pipe has accelerated and has caused the integrity of the pipe to be compromised. Several sinkholes have formed at the Public Works facility.

Phase 2 of the project includes rerouting, replacing, and upsizing approximately 500 feet of the existing stormwater drainage system from approximately 1,300 feet upstream of Beatty Street to the existing upstream headwall on Skinner Street with an 8' x 8' RCBC within the general area of the City of Greenville Public Works yard.

Public Works is requesting City Council approve the fee for Task Order #6 and award a professional services contract to WK Dickson Co., Inc. Task Order #6 for project inspection and project administration will involve a continuation of the project and construction administration for approximately 8 additional months. Tasks associated with work include - monthly construction meetings, daily construction oversight, review of shop drawings, the issuance of bulleting drawings, record drawings, review and recommend to the City any change orders associated with construction as well as materials testing. Attached is the recommended scope of work for Task Order #6. The full scope of work is listed in "Attachment A" of Amendment No.6. The proposed cost for the services is \$643,700.

Fiscal Note: The contract cost of Task Order #6 is \$643,700.00 and will be funded through the Stormwater Pipe Replacement project.

Recommendation:

City Council approve the Resolution authorizing contract award for Task Order #6 and award a professional services contract to WK Dickson Co., Inc. for \$643,700 for the project administration and inspection of the Public Works Pipe Improvement Project Phase II.

ATTACHMENTS

- [RESOLUTION - PW SW PROJECT CA-CO WK DICKSON & CO., INC.pdf
DM1194843.pdf](#)
- [2024-05-15_Public Works SW Pipe Improvements-Amen6 - WK DICKSON AGENDA
ITEM.pdf](#)

RESOLUTION NO.

RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OVERSIGHT OF
THE PUBLIC WORKS STORMWATER PIPE IMPROVEMENTS PHASE II PROJECT

WHEREAS, the City of Greenville staff has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City of Greenville staff has reviewed and identified WK Dickson & Co., Inc. as the chosen firm from Request For Qualifications;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction administration and construction oversight of the Public Works Stormwater Pipe Improvements Phase II in Pitt County is hereby awarded to WK Dickson & Co., Inc. and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with WK Dickson & Co., Inc. for the CA/CO of said project in the amount of \$643,700.

ADOPTED this 10th day of June 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [December 19, 2022].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 6

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Greenville, NC

Engineer: W. K. Dickson & Co., Inc.

Project: Public Works SW Pipe Improvements Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Please refer to Attachment A, Scope of Services, dated May 15, 2024.

Agreement Summary:

Original agreement amount:	\$ 497,295.50
Net change for prior amendments:	\$ 1,410,308.50
This amendment amount:	\$ 643,700.00
Adjusted Agreement amount:	\$ 2,551,304.00

Change in time for services (days or date, as applicable): 8 Months

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

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

OWNER: City of Greenville, NC

ENGINEER: W. K. Dickson & Co., Inc.

By: _____
Print
name: _____

Title: _____

Date Signed: _____

DocuSigned by: _____
Scott Sigmon
A61C783C8E9646A...
By: _____
Print
name: Scott Sigmon

Title: Vice President

Date Signed: 5/20/2024

ATTACHMENT A

SCOPE OF SERVICES

CITY OF GREENVILLE, NC

PUBLIC WORKS STORMWATER PIPE IMPROVEMENT PHASE 2 – CONSTRUCTION

ADMINISTRATION AND OBSERVATION SERVICES

MAY 15, 2024

CONSULTANT provided services

The following services shall be provided by the CONSULTANT:

1.0 PROJECT ADMINISTRATION

The CONSULTANT will administer the project in a manner so as to be responsive to the needs and schedule of the Owner and assure the quality of the product. The following project administration efforts will include but not be limited to the following items:

1.1 *Project Formulation and Work Plan Manual*

The CONSULTANT shall develop Project Work Plan Manual, perform project planning and formulation and shall manage the process to ensure the quality control program throughout the life of the project.

1.2 *Project Billing Administration*

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis up to **eight (8) months** from City Council approval of the construction contract. The CONSULTANT shall also provide a minimum of three project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.

Also, the CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.

This task also includes update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. CONSULTANT will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **eight (8) months** from Notice to Proceed.

1.3 Monthly Status Meetings

The CONSULTANT shall meet with the Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email. It is assumed that the CONSULTANT will attend **four (4)** monthly progress meetings in Greenville. It is assumed the rest of the monthly status meetings will be held virtually.

1.4 Monthly Status Reports

The CONSULTANT shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing. It is assumed that **eight (8)** monthly status reports will be prepared.

2.0 CONSTRUCTION ADMINISTRATION

2.1 Pre-Construction Meetings

The CONSULTANT shall conduct both the Utility Pre-Construction and Overall Pre-Construction Meeting with the Contractor's representatives, utility company's representatives, GUC staff, the City's staff, and the CONSULTANT's sub-consultants as necessary. The CONSULTANT shall provide assistance to the City as needed during these meetings in interpreting the plans and specifications, answering the Contractor's questions and attending a site walk with the Contractor. The CONSULTANT will provide Meeting documentation for project records.

2.2 Monthly Construction Progress Meetings

The CONSULTANT shall conduct monthly scheduled construction progress meetings with the Contractor's representatives, the City's staff, and the CONSULTANT's sub-consultants as necessary. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work. The CONSULTANT will provide Meeting documentation for project records. It is assumed that there will be no more than **eight (8)** monthly construction progress meetings.

2.3 *Construction Oversight Visits*

The CONSULTANT shall conduct periodic Construction Oversight visits to ensure the Contractor's work is conforming to the Construction Contract Documents and will provide assistance in interpreting the plans and specifications. These site visits will occur more regularly during specialty item installation, including the channel installation, Cast-in-Place Structures, Active Shoring and deep pipe installation. It is assumed that at least **one (1)** visit per month will occur outside of the regularly scheduled Construction Progress Meetings.

2.4 *Contractor Pay Application Review and Approval*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals of their monthly payment application. During this review, the CONSULTANT shall verify that each requested payment item conforms with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **eight (8)** payment applications to evaluate.

2.5 *Shop Drawing Reviews*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the work, when completed, will be in conformance with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The CONSULTANT shall receive contractor submittals for compliance with contract documents, review them, and properly distribute to the contractor and City. It is assumed that there will be no more than **twenty-five (25)** contractor submittals to evaluate.

2.6 *Respond to Contractor's Requests for Information*

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **forty (40)** RFIs will be evaluated.

2.7 *Negotiate, Review and Prepare Change Orders*

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Change Orders with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT will work with the Contractor and the City to make sure each Change Order reflects the value of the additional work proposed and that the proposed quantities fall within conformance to the Construction Contract Documents. It is assumed that no more than **four (4)** change orders will be evaluated.

2.8 *Issue Bulletin Drawings*

The CONSULTANT shall, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. It is assumed that there will be no more than **seven (7)** bulletin drawings will be issued.

2.9 *Conduct Final Inspection*

The CONSULTANT is responsible for scheduling and conducting a pre-final site visit to establish initial punch list items. The CONSULTANT shall conduct a final review of the Project with the City's Project Manager and appropriate Project Stakeholders to check conformance of the work with the requirements of the Construction Contract Documents. The City shall issue the formal letter of acceptance and set the date for the beginning of the warranty phase.

2.10 *Record Drawings*

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

a. Completion of Construction

The CONSULTANT's Observer shall finalize the annotated final drawings by ensuring that annotations describing field changes have been added and that the additions are complete and

clear. The annotations should include any sketches, narratives, dimensions or other information that may be helpful in describing the changes.

b. Compilation and Certification

The CONSULTANT will review the annotated plan set to the “designer of record” to determine if there were obvious errors or changes to the intent of the design and for the purposes of creating “Record Drawings” for the Project. The “designer of record” is the Engineer who sealed the final design drawings, approving them for construction. The CONSULTANT shall use the annotated plan set to develop a set of “Record Drawings,” generally within **four (4)** calendar weeks. The drawings may be edited by hand instead of editing the AutoCAD file.

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

The CONSULTANT shall sign and seal the “Record Drawings” in accordance with NC Board of Examiners for Engineers and Surveyors rules to ensure that the information is ready for release and has been reviewed by a professional engineer. The CONSULTANT submits the signed and sealed “Record Drawings” to the City’s Project Manager.

The CONSULTANT shall submit **one (1)** set of reproducible “Record Drawings” and the annotated drawings they are based upon to the City’s Project Manager for review.

2.11 One Year Warranty Inspection and Issue Warranty List

The CONSULTANT shall conduct with appropriate City officials and Contractors' representatives, one Warranty-phase inspections for the Project, at **eleven (11)** months after the beginning of the guarantee period.

3.0 RESIDENT PROJECT REPRESENTATIVE MANAGEMENT

3.1 Resident Project Representative

The following scope highlights the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.

- A. CONSULTANT shall furnish a Resident Project Representative (“RPR”) to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is

CONSULTANT's representative at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions.

- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, CONSULTANT shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of CONSULTANT.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with CONSULTANT concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 5. *Liaison:*
 - a. Serve as CONSULTANT's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

- b. Assist CONSULTANT in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to CONSULTANT regarding such RFIs. Report to CONSULTANT when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit CONSULTANT's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or CONSULTANT.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to CONSULTANT. Transmit CONSULTANT's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform CONSULTANT of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a

functioning whole, and provide recommendations to CONSULTANT for addressing such Work. ; and

- c. Advise CONSULTANT of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CONSULTANT.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CONSULTANT's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Upon request from Owner to CONSULTANT, photograph or video Work in progress or Site conditions.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

12. *Reports:*

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to CONSULTANT and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in CONSULTANT's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of

a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in CONSULTANT's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of CONSULTANT's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

3.2 *Resident Project Representative Management*

The CONSULTANT will provide management of the full-time resident project representative to ensure that all duties, responsibilities and authority as outlined in Exhibit D is executed per this contract. This will include management of a full-time on-site residential construction observer who will represent the CONSULTANT and the City for the duration of this contract.

4.0 CONSTRUCTION MATERIALS TESTING SERVICE

4.1 Construction Materials Testing Service

The CONSULTANT will provide testing technicians to perform construction material testing services. These technicians will be working under the supervision of a project manager and professional engineer who are familiar with the project testing requirements. The following scope of services are anticipated for this project:

- Soils
 - Obtaining samples of structural fill/backfill material for laboratory testing consisting of soil classification and Standard Proctor.
 - Perform spot-check density tests of backfill over the installed utilities.
- Asphalt
 - Observing asphalt placement and performing random nuclear density tests on the asphalt.
- Concrete Testing
 - At the time of placement, the concrete will be sampled for compressive strength tests, slump and air content tests, and the concrete temperature.
 - Laboratory compressive strength testing.

The results of these observations and testing will be presented in a Daily Report that will be provided to the RPR.

It is assumed that the testing technician will be onsite for 32 weeks with an average of 1 visit per week for 10 hours each day to perform the above-mentioned tests. It is assumed that the construction testing project manager will make 2 site visits, averaging 6 hours per visit. It is assumed that a construction testing Professional Engineer will make 1 site visit, averaging 8 hours per visit, to provide engineering support services.

4.2 Construction Materials Testing Service Management

The CONSULTANT will provide management of the construction materials testing effort to ensure that all duties, responsibilities and authority as outlined in Section 4.1 is executed per this contract. This will include management of the material testing technician, material testing project manager and material testing Professional Engineering who will represent the CONSULTANT and the City while on-site for the duration of this contract.

5.0 UNSPECIFIED ADDITIONAL SERVICES

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

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

6.0 REIMBURSABLES

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay CONSULTANT for Basic Services set forth in Exhibit A, except for services of CONSULTANT's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's Consultants' charges, if any.
 2. The Standard Hourly Rates charged by the CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or CONSULTANT's Consultants' charges.
 3. CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$ 643,700.00 based on the following estimated distribution of compensation:

Phase	Task	Description	LS Fee
1.0		Project Management	\$ 23,500.00
	1.1	Project Formulation and Work Plan Manual	\$ 4,700.00
	1.2	Billing Administration	\$ 9,300.00
	1.3	Monthly Status Meetings	\$ 6,400.00
	1.4	Monthly Status Reports	\$ 3,100.00
2.0		Construction Administration	\$ 217,100.00
	2.1	Pre-Construction/Utility Pre-Con Meeting	\$ 11,600.00

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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	2.2	Monthly Construction Progress Meetings	\$ 52,000.00
	2.3	Construction Oversight Visits	\$ 21,800.00
	2.4	Contractor Pay Application Review and Approval	\$ 10,400.00
	2.5	Shop Drawing Review	\$ 34,700.00
	2.6	Respond to Contractor's Requests for Information	\$ 23,800.00
	2.7	Negotiate, review and prepare Change Orders	\$ 10,100.00
	2.8	Issue Bulletin Drawings	\$ 16,700.00
	2.90	Conduct Final Inspection	\$ 8,000.00
	2.10	Record Drawings	\$ 18,300.00
	2.11	One Year Warranty Inspection and Issue Warranty List	\$ 9,700.00
3.0		Resident Construction Observation	\$ 336,500.00
	3.1	Resident Construction Observation	\$ 140,000.00
	3.2	Resident Construction Observation Management	\$ 196,500.00
4.0		Construction Materials Testing Services	\$ 42,100.00
	4.1	Construction Materials Testing Services-F&R	\$ 38,100.00

Exhibit A – Engineer’s Services

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	4.2	Construction Materials Testing Management-WKD	\$ 4,000.00
5.0		*Unspecified Additional Services	\$ 15,000.00
6.0		Project Reimbursables	\$ 9,500.00
			\$ 643,700.00

The subtotal, excluding the total RPR-1 Fee, is \$503,700.00. As indicated in the Compensation Packet RPR-1, the total RPR-1 fee is \$140,000. The overall Contract fee, including the above stated base compensation and RPR-1 Fee is \$643,700.00.

5. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total contract amount of \$643,700.00 unless approved in writing by Owner.
 6. The total estimated compensation for CONSULTANT's services incorporates all labor, overhead, profit, Reimbursable Expenses, and CONSULTANT's Consultants' charges
- B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding 14 months. If such period of service is extended, the compensation amount for CONSULTANT's services shall be appropriately adjusted.

Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

- C. Owner shall pay CONSULTANT for Resident Project Representative Basic Services as follows:
1. *Resident Project Representative Services:* For services of CONSULTANT's Resident Project Representative, if any, under Paragraph D1.01 of Exhibit D, the Standard Hourly Rate amount of \$100 per hour. The total amount for this service is **\$140,000.00**. The Standard Hourly Rate Schedule includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Standard Hourly Rate Schedule to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

Exhibit A – Engineer's Services

2. *Resident Project Representative Schedule:* The Standard Hourly Rate Schedule is based on full-time RPR services on an eight-hour workday Monday through Friday over an eight-month construction schedule. Modifications to the schedule shall entitle the CONSULTANT to an equitable compensation adjustment for RPR services.

Standard Hourly Rate Schedule is subject to review and adjustment. The Standard Hourly Rates for this contract as of the date of the Agreement are:

PROJECT ADMINISTRATION (WKD)	\$90 / hour
PROJECT ADMINISTRATION (RIVERS)	\$84 / hour
RESIDENT CONSTRUCTION OBSERVER (RIVERS)	\$100 / hour
SENIOR DESIGNER (WKD)	\$155 / hour
PROJECT ENGINEER (WKD)	\$175 / hour
TECHNICAL MANAGER (WKD)	\$220 / hour
CONSTRUCTION ADMINISTRATOR ENGINEER (RIVERS)	\$163 / hour
SENIOR PROJECT MANAGER (WKD)	\$245 / hour
SENIOR PROJECT MANAGER (RIVERS)	\$205 / hour

For any hourly amendments to this contract that are outside of the Overall Contract Fee, including the stated base compensation, the RP1-Fee and Unspecified Additional Services, a multiplier cap shall be placed on all hourly rates. Office and Field Personal hourly rates will be set at a 3.25 and 2.75

Exhibit A – Engineer’s Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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multiplier, respectively. A Standard Hourly Rate Schedule that will be mutually agreed upon by the CONSULTANT and Owner will be prepared at the time of the requested contract amendment.



City of Greenville,
North Carolina

Meeting Date: 06/10/2024

Title of Item: Reimbursement Resolution for the Proposed Replacement of a Stormwater Pipe

Explanation: This item is for the City Council to approve the reimbursement resolution for the proposed replacement of the Stormwater Pipe that runs along the southern side of the Public Works Complex. The project will be funded with a combination of ARPA funding and installment financing. The City will issue installment financing in March of 2025. The financing will include partial funding for the Stormwater Pipe replacement and the completion of the BUILD Grant project.

Spending for this project is scheduled to begin in November. Staff is requesting approval of the attached reimbursement resolution, which will allow the City to reimburse itself for costs expended prior to the actual installment purchase transaction for this project.

Fiscal Note: The reimbursement resolution is in the amount of \$1,200,000.

Recommendation: Approve the attached reimbursement resolution

ATTACHMENTS

- [Stormwater Pipe Reimbursement Resolution.docx](#)

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF
ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE
AND/OR TO BE MADE IN CONNECTION WITH THE CONSTRUCTION OF A
STORMWATER PIPE REPLACEMENT

WHEREAS, the City of Greenville, North Carolina (the “Issuer”) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning no earlier than June 1, 2024, and will pay, on and after the date hereof, certain expenditures (the “Expenditures”) in connection with the acquisition of public infrastructure, as described in more detail in Exhibit A attached hereto (the “Project”); and

WHEREAS, the City Council of the Issuer (the “City Council”) has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Tax-Exempt Obligations”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, as follows:

Section 1. The City Council hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Tax-Exempt Obligations for the Expenditures with respect to the Project made on and after June 1, 2024, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Tax-Exempt Obligations.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to tax-exempt financings, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum aggregate principal amount of the Tax-Exempt Obligations expected to be issued for the Project is \$1,200,000.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer’s use of proceeds of tax-exempt financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid

or the respective Project with respect to which such Expenditure is paid is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of June, 2024.

P.J. Connelly, Mayor

Attested to:

Valerie P. Shiuwegar, City Clerk

DESCRIPTION OF PROJECT

Stormwater Pipe Replacement

Project Description

The City of Greenville is replacing the corrugated metal pipe that runs along the southern side of the Public Works complex. The existing 84-inch pipe conveys water from Skinner Street through the Public Works facility to Beatty Street. Due to corrosive soil conditions, the pipe has deteriorated. The corrosion of the bottom of the pipe has accelerated and has caused the integrity of the pipe to be compromised. Several sinkholes have formed at the Public Works facility. This Phase is 500 feet long and includes rerouting, replacing, and upsizing the existing stormwater drainage system from approximately 1,300 feet upstream of Beatty Street to the existing upstream headwall on Skinner Street with an 8' x 8' RCBC within the general area of the City of Greenville Public Works yard.



CITY OF GREENVILLE
NORTH CAROLINA

CERTIFICATION OF THE CITY CLERK

I hereby certify that I am the duly appointed and acting City Clerk of the City of Greenville, North Carolina, and as such I am the legal custodian of the Official Minutes and Records of the City of Greenville, North Carolina. I further attest and certify that the foregoing is a true copy of Resolution No. ____-24, which was duly adopted by the Greenville City Council at their meeting held on June 10, 2024

In witness whereof, I have hereunto set my hand and the official seal of the City of Greenville, North Carolina, on this the 10th day of June, 2024.

Valerie P. Shiuwegar
City Clerk

SEAL



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Resolution Approving an Exchange of Property with the Pitt County Board of Education for Development and Use of a New Fire/Rescue Station

Explanation: North Carolina General Statute 160A-274 provides authority for any governmental unit upon such terms and conditions as it deems wise, with or without consideration, to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

Pitt County Schools is the owner of an approximately eighty-eight (88.42) acre tract, Tax Parcel 60143, which has been subdivided and surveyed to create a new four (4) acre tract called "New Lot", more specifically described as lying to the north of Forlines Road and east of Vineyard Drive.

The Pitt County Board of Education has determined it has no immediate or foreseeable use of such property and deems it wise to convey the four (4) acre tract in fee simple absolute, along with any necessary dedication easements, to the City of Greenville for development and use of a new Fire/Rescue station. The City of Greenville in exchange has agreed to fund placement of a Rectangular Rapid Flashing Beacon on Arlington Boulevard, Greenville, NC, at the existing crosswalk in front of J.H. Rose High School and an additional traffic safety pedestrian improvement at a school location within the City of Greenville to be later determined, for a total amount not to exceed fifty-six thousand dollars (\$56,000).

Pursuant to NCGS 160A-274 no advertising notice or other procedural requirements are required.

Fiscal Note: The City will be required to fund placement of a traffic safety pedestrian crosswalk signal and an additional traffic safety pedestrian crosswalk signal near schools within Pitt County (see above explanation) for an amount not to exceed fifty-six thousand dollars (\$56,000).

Recommendation: Approve the resolution authorizing the exchange of property with the Pitt County Board of Education for development and use of a new Fire/Rescue station.

ATTACHMENTS

- [Pitt_Co_BOE_City_of_Greenville_Property_Exchange_Resolution.pdf](#)
- [Pitt_County_BOE_COG_Property_Exchange_Agreement.pdf](#)
- [Final Plat Fire Station beside SCHS 05-03-24-1430.pdf](#)

RESOLUTION NO. _____

RESOLUTION APPROVING AN EXCHANGE OF PROPERTY
WITH THE PITT COUNTY BOARD OF EDUCATION

WHEREAS, the Pitt County Board of Education (“Board”) owns an 88.42-acre tract, Tax Parcel 60143, and this tract has been surveyed and subdivided and a new four (4) acre tract called “New Lot” has been created, more specifically described as lying to the north of Forlines Road and east of Vineyard Drive;

WHEREAS, NCGS § 160A-274 authorizes the exchange of real or personal property by the City from another governmental entity “upon such terms and conditions as it deems wise, with or without consideration”;

WHEREAS, the Board wishes to convey this NEW LOT via a general warranty deed in Fee Simple Absolute to the City of Greenville (“City”) for the public purpose of the City developing, constructing, and operating a new Fire/Rescue station along with necessary drainage and sewer easements;

WHEREAS, the Board desires the City to fund placement of traffic safety pedestrian improvements at two different locations near or adjacent to Board Public Schools in an amount not to exceed fifty-six thousand dollars (\$56,000). The City shall acquire the traffic safety pedestrian device equipment and install the devices;

WHEREAS, the City and Board agree to exchange the above-described properties; and

WHEREAS, there are no advertising, notice, or other procedural requirements under NCGS § 160A-274;

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

The exchange of property by and between the City and the Board is hereby approved, said exchange involving the New Lot (described above) being conveyed to the City, and the City acquiring and installing the devices for the benefit of the Board.

At closing the Board shall convey to the City fee simple title to the “NEW LOT” via general warranty deed, such NEW LOT more specifically described as a four (4) acre tract described as lying to the north of Forlines Road and east of Vineyard Drive. And in exchange the City will acquire equipment and fund installation of traffic safety pedestrian improvements not to exceed fifty-six thousand dollars (\$56,000).

Further, the Board agrees to convey to the City dedication easements necessary for the future operation of the mutually contemplated Fire/Rescue station.

Either the Mayor or City Manager is authorized to execute the appropriate instruments necessary to carry out the exchange.

This the _____ day of _____, 2024.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

PROPERTY EXCHANGE AGREEMENT

BETWEEN PITT COUNTY BOARD OF EDUCATION AND CITY OF GREENVILLE

This PROPERTY EXCHANGE AGREEMENT (“Agreement”) is entered into on the _____ day of _____, 2024, by and between The Pitt County Board of Education (“Board”), a public educational entity organized and existing under the laws of the State of North Carolina, whose principal office is located at 1717 West Fifth Street, Greenville, NC, 27834 (hereinafter referred to as “Board”) and the City of Greenville (“City”), a body politic and corporate organized under the laws of the State of North Carolina (hereinafter referred to as “City”), whose address is 200 West Fifth Street, Greenville, NC, 27858, who for valuable consideration received, agree as follows. This Agreement is effective upon the date first written above (“Effective Date”).

WITNESSETH

WHEREAS, the Board owns 88.42 acres of property, which is identified as Parcel ID 60143, lying to the north of Forlines Road and east of Vineyard Drive.

Whereas, the Board agrees to survey and subdivide Parcel ID 60143 and create an out parcel (NEW LOT), approximately four (4) acres of property, in order for the City to place the entire new Fire/Rescue station (building and grounds) within the boundaries of the NEW LOT, along with necessary drainage and sewer easements.

WHEREAS, North Carolina General Statute § 160A-274 provides any governmental unit may with or without consideration, exchange, lease, sell to or purchase from any other governmental unit any interest in real or personal property;

WHEREAS, the Board has determined it has no current or foreseeable need for the beforementioned NEW LOT, four (4) acres of property, and plans to exchange such property with the City in accordance with North Carolina General Statute 160A-274.

WHEREAS, the Board desires the City to fund placement of a Rectangular Rapid Flashing Beacon on Arlington Boulevard, Greenville, NC, at the existing crosswalk in front of J.H. Rose High School and an additional traffic safety pedestrian improvement at a school location within the City of Greenville to be later determined and the combined cost of both signal placements not to exceed an amount of fifty-six thousand dollars (\$56,000). Parties agree and acknowledge this process should take between eight (8) to ten (10) months from the date of this agreement.

WHEREAS, City desires to use the aforementioned NEW LOT, that lies adjacent to South Central High School on Forlines Road, for the development and operation of a future Fire/Rescue Station.

WHEREAS, the Board wishes to cooperate and aid City to develop the additional Fire/Rescue Station in order to keep residents, students, schools, and businesses in that area of the City safe.

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions herein set forth and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, Board and City hereby understand and agree as follows:

SECTION I

GENERAL PROVISIONS

1) **SUBDIVISION.** Board agrees to survey and subdivide Parcel ID 60143 and create an out parcel (NEW LOT), approximately four (4) acres of property, in order for the City to place the entire new Fire/Rescue station (building and grounds) within the boundaries of the NEW LOT, along with necessary drainage and sewer easements.

2) This survey and subdivision shall be in accordance with direction from City such that the resulting parcel is suitable to accommodate the Fire/Rescue station (building and grounds).

3) **CONVEYANCE & EXCHANGE:** The Board agrees to convey, and City agrees to accept all of the Board's right, title and interest in the NEW LOT. The City agrees to fund placement of a Rectangular Rapid Flashing Beacon on Arlington Boulevard, Greenville, NC, at the existing crosswalk in front of J.H. Rose High School and an additional traffic safety pedestrian improvement at a school location, yet to be determined, within the City of Greenville, and the combined cost of placement of both signals shall not exceed fifty-six thousand dollars (\$56,000). City agrees it shall utilize the above referenced property for the development and operation of a new Fire/Rescue Station.

(a) **Title.** At Closing, Board shall convey to the City fee simple title to the NEW LOT by general warranty deed, free and clear of defects or encumbrances, except for any encumbrances permitted by the City as further described on Exhibit B attached hereto and incorporated by reference. Board shall satisfy at Closing any lien or unpaid delinquent taxes, deeds of trust, contractor's or materialmen's liens and any other liens that encumber the NEW LOT except the lien of property taxes for the year of Closing, which shall be prorated at Closing.

(b) **Closing Documents.** At Closing, the Board shall deliver to City the following:

- i. An executed general warranty deed conveying NEW LOT to City.
- ii. An executed affidavit regarding liens establishing that there are no lien claims of mechanics, laborers and materialmen on NEW LOT.
- iii. An executed settlement statement.
- iv. An executed Non-foreign Affidavit.
- v. Evidence of the Board's authority to complete the transaction contemplated herein.

4) **TAXES, CLOSING COSTS, ETC.** Taxes and assessments for the current calendar year shall be prorated at Closing. All costs associated with the conveyance of the Lot and close of this transaction shall be paid as is customary in commercial transactions. Any cost and/or fees incurred by the City or County in executing this Agreement shall be borne by the respective party incurring such costs and/or fee. Each party shall pay their own respective attorney fees.

5) **ORAL AGREEMENTS AND REPRESENTATIONS.** This Agreement represents the final and complete expression of the Parties hereto with respect to the subject matter hereof. There are no oral or other agreements, including but not limited to any representations or warranties, which modify or affect this Agreement.

6) **BROKERS.** The City and Board each represent to the other that they have not dealt with any real estate broker in connection with the negotiations leading to this Agreement.

7) **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PITT COUNTY BOARD OF EDUCATION.**

- a) The Board represents, warrants and agrees that:
 - i. To the best of the Board’s knowledge, Board has not received any written notice from any governmental body having jurisdiction asserting the existence of any violation of applicable laws with respect to the property NEW LOT being exchanged.
 - ii. Board has good and marketable title to the NEW LOT and the right to convey same consistent with the terms of this Agreement.
 - iii. The Board will agree to provide requisite dedication easements necessary to effectively operate Fire/ Rescue station such that the station is functional for its intended purpose and in accordance with standard Fire/ Rescue operations.

8) **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY OF GREENVILLE.**

- a) The City represents, warrants, and agrees that:
 - i. It will utilize the NEW LOT in accordance with this Agreement to develop and operate a Fire/ Rescue station for the benefit of City/County residents, students, schools, and businesses in that area.
 - ii. It will fund placement of a Rectangular Rapid Flashing Beacon located on Arlington Blvd., Greenville, NC, at the existing crosswalk in front of J.H. Rose High School and an additional traffic safety pedestrian improvement at a school location within the City of Greenville. Parties agree and acknowledge this process should take between eight (8) to ten (10) months from the date of this agreement.
 - iii. It will fund one (1) additional traffic safety pedestrian crosswalk signal at a school(s) within the County yet to be determined, and the combined cost of placement of both signals shall not exceed fifty-six thousand dollars (\$56,000).

9) **CLOSING AND CLOSING DATE.** The Closing shall be on or before _____, 2024 unless extended in writing by the Parties. Grantees shall be entitled to possession at closing.

SECTION II

MISCELLANEOUS TERMS AND CONDITIONS

- 1) **MODIFICATION.** This agreement may be expanded, modified, or amended, as needed, at any time by the written consent of all Parties to the Agreement.
- 2) **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.

3) **GENERAL COMPLIANCE WITH LAWS.** Board and City shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of roles, responsibilities, and obligations under this Agreement.

4) **TERMINATION.** This Agreement may be terminated in whole or in part by either party without cause by giving thirty (30) calendar days written notice.

5) **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6) **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of both Parties.

7) **NO THIRD PARTY RIGHTS.** No Third-Party Rights Created. This Agreement is intended for the benefit of the City and County and not any other party.

8) **GENERAL COMPLIANCE WITH LAWS.** The Board and City shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of roles, responsibilities, and obligations under this Agreement.

9) **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 or Board from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

10) **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.

11) **AUTHORITY TO CONTRACT.** The undersigned hereby certify that this Agreement is in all respects fair and without collusion or fraud and warrant and certify that they are authorized to enter into this Agreement and to execute same on behalf of Board as the act of the said Board. City hereby warrants and certifies the same.

12) **DISPUTE RESOLUTION CLAUSE.** In the event of a dispute between the Parties which the Parties are unable to resolve within the normal course of business, the Parties within fifteen (15) days after delivery of written notice of the dispute, shall each promptly appoint a designated representative who has authority to settle the dispute. Their designated representatives shall meet as often as they deem reasonably necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of their designated representatives, then either party may submit their dispute to non-binding mediation before the regulatory authority's rules and practices for handling such disputes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the mediator. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation. In the event the matter is not resolved in

mediation, either Party may pursue alternative means of resolving the issues. The dispute resolution procedures in this section shall not preclude either Party from filing a proceeding or commencing a dispute process before a regulatory authority having proper jurisdiction pursuant to such regulatory authority's rules and practices for handling such matters.

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

14) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties hereto, in duplicate originals, all of which constitute only one original, as of the date first above written.

CITY OF GREENVILLE

THE PITT COUNTY BOARD OF
EDUCATION

P.J. Connelly, Mayor
City of Greenville

Amy Cole, Board Chair
The Pitt County Board of Education

ATTEST:
(SEAL)

ATTEST:

Valerie Shiuwegar, City Clerk

Dr. Ethan Lenker, Superintendent

APPROVED AS TO FORM:

BY: _____
Emanuel McGirt, City Attorney

BY: _____
Emma Hodson, Board Attorney

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Date

Account Number N/A

Project Code (if applicable)

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

Michael Hardy, Chief Finance Officer

Date

Exhibit A: New Lot

Exhibit B: City permitted encumbrances



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Contract award for professional services for Design and Construction Engineering and Inspection (CEI) on the Arts District Streetscape Project

Explanation: The City of Greenville was awarded a Rural Downtown Transformation Grant by the North Carolina Department of Commerce and funded by the federal American Rescue Plan Act (ARPA). This grant will provide funding for the Arts District Streetscape Project, which will provide decorative columns/gateways on Dickinson Avenue, new sections of sidewalk along 8th Street, and pedestrian lighting to several streets in the Arts District. The Arts District Streetscape Project will require an aggressive planning and design schedule, dictated by the schedule associated with the ARPA Funding.

The City advertised a Request for Qualifications (RFQ) for professional services for design, easement acquisition, and Construction Engineering and Inspection (CEI) for the Arts District Streetscape Project on January 10, 2024. On February 2nd, staff received two (2) proposals in response to the RFQ. A selection team consisting of four (4) staff reviewed each proposal independently and rated each according to the criteria included in the RFQ. After independent review, the team met together to discuss ratings and to select a firm. The selection team unanimously chose the team lead by Kimley-Horn and Associates of Raleigh, NC. The team includes Johnson, Mirmiran & Thompson, TELICS, and Terracon Consultants.

The scope of professional services for the Arts District Streetscape Project includes, but is not limited to, planning, environmental assessments, permitting, public involvement, surveying, development of construction documents, construction engineering and inspection, and materials testing. These services will be provided in two (2) Task Orders:

- Task Order #1 – Design and Bid Phase Services
- Task Order #2 –Construction Phase Services (If Necessary)

If necessary, task order #2 will be negotiated at an appropriate time during the life of the project as design progresses, thus allowing scope and fee of this task order to be developed based upon more detailed information.

The Engineering Department is requesting City Council approve the fee for Task Order 1 and award a professional services contract to Kimley-Horn and Associates in the amount of \$208,695.54 for design and bid phase services. The

\$208,695.54 includes Base Services in the amount of \$178,821.22, and Alternate Services in the amount of \$29,874.32.

Attached is the lump sum fee proposal and the recommended scope of service. The design will begin immediately upon execution of the contract and is expected to be complete this fall.

Fiscal Note: The fee for Task Order #1 is \$208,695.54 and will be funded through the Rural Downtown Transformation Grant.

Recommendation: City Council approve the fee for Task Order #1 and award a professional services contract for design and bid phase services to Kimley-Horn and Associates in the amount of \$208,695.54.

ATTACHMENTS

[Attachment 1 - Arts District Streetscape_TO_#1.pdf](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

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

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

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

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

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

Arts District Streetscape Project ("Project").

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

Provides Design and Bid Phase Services for the Arts District Streetscape Project

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

- time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
 - C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
 - D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
 - F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
 - G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
 - H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

- A. ~~Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of

Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

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

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:
City of Greenville

Engineer:
Kimley-Horn and Associates, Inc

By: P. J. Connelly

By: Chad Beck, PE

Title: Mayor

Title: Vice President

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's Certificate No. F - 0102
State of: North Carolina

Address for giving notices:
1500 Beatty Street
Greenville, NC
27834

Address for giving notices:
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

Designated Representative (Paragraph 8.03.A):
Mr. Lynn Raynor, PE

Designated Representative (Paragraph 8.03.A):
Dan Robinson, PE

Title: Civil Engineer III

Title: Senior Vice President

Phone Number: 252-329-4620

Phone Number: 919-677-2178

Facsimile Number: 252-329-4535

Facsimile Number: 919-677-2050

E-Mail Address: lraynor@greenvillenc.gov

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

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

DATE: _____

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

DATE: _____

Account Number(s): _____

Project Code (if applicable): _____

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

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

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

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

~~A1.02 Preliminary Design Phase~~

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

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

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

A1.03 *Final Design Phase*

- A. ~~After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and Upon written authorization from Owner, Engineer shall perform services in accordance with **Exhibit A, Attachment 1.**~~
- B. Engineer's services under the Final Design Phase will be considered complete on the date (**September 30, 2024**) when the submittals required by Exhibit A, Attachments 1 ~~and 2~~ have been delivered to Owner.
- C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

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

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables as required by Exhibit A, Attachments 1 and 2.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

~~A1.05 Construction Phase~~

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

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

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

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

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

~~Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

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

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

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

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

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

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types as set forth in **Exhibit A, Attachment 1 (Task 15 and 16)**.

- ~~1. Unspecified Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~
- ~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.~~
- ~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.~~
- ~~4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
- ~~5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.~~
- ~~6. Providing renderings or models for Owner's use.~~
- ~~7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.~~
- ~~8. Furnishing services of Consultants for other than Basic Services.~~
- ~~9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.~~
- ~~10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.~~
- ~~11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~

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

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

- ~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer~~

shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

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

Owner's Responsibilities

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

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

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

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

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

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

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. A total lump sum amount \$ 178,821.22 based on the following estimated distribution of compensation.

Arts District Streetscape		
	Base Services (Lump Sum)	\$ 165,955.00
	Base Services (Unit Cost Services)	\$ 11,309.97
	Reimbursible Expenses	\$ <u>1,556.25</u>
	Total	\$ <u>178,821.22</u>

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

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

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

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

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

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

- | | |
|-------------------------------|--------------------|
| a. ROW/Easement Mapping (JMT) | <u>\$5,724.32</u> |
| b. Bid Phase Services | <u>\$24,150.00</u> |

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

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

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

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

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

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

B. Schedule:

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

Classification	Rate
Associate Engineer	\$275 - \$335
Senior Professional II	\$250 - \$320
Senior Professional I	\$185 - \$240
Professional II	\$175 - \$225
Professional I	\$150 - \$190
Analyst	\$130 - \$170
Technical Support	\$110 - \$185
Support Staff	\$90 - \$130

Effective through June 30, 2024

Subject to annual adjustment thereafter

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

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

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

~~2. By Owner:~~

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

b. ~~Employer's Liability~~ --

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

e. ~~General Liability~~ --

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

d. ~~Excess Umbrella Liability~~ -- _____`

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

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

Each Accident:

\$ _____

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

B. Additional Insureds:

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

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

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

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

Special Provisions

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

Federal Requirements

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

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

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

Access to Records

The following access to records requirements apply to this contract:

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

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

Changes

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

Termination for Convenience (General Provision)

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

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

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

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

Opportunity to Cure (General Provision)

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

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

Waiver of Remedies for any Breach

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

Equal Opportunity

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

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

contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Energy Conservation

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

Suspension and Debarment

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

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

Suspension and Debarment Certification

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

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

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

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

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

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

4. *Background Data:*

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

5. *Description of Modifications:*

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

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

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____

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

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

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

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

Exhibit A, Attachment 1

SCOPE OF SERVICES

CITY OF GREENVILLE

ARTS DISTRICT STREETScape

TASK ORDER 1 – DESIGN

May 24, 2024

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this scope of services to the City of Greenville (“City”) for engineering services for the Arts District Streetscape Project Task Order 1. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

Kimley-Horn understands that the City would like to secure professional services for the Arts District Streetscape Project in specific locations along Dickinson Avenue between Columbia Avenue and Reade Circle. These specific locations are identified on the following page on Exhibit A & B. This project will be performed in two phases:

- Design
- Construction Phase Services

This scope is specifically for professional services related to the design phase (Task Order 1).

Kimley-Horn will perform all services in accordance with the latest editions of the:

- City of Greenville Manual of Standard Designs and Details
- NCDOT Standard Specifications for Roads and Structures
- Greenville Utilities Commission (“GUC”) Water and Wastewater Design Manual
- NCDEQ Erosion and Sediment Control Planning and Design Manual
- And any other applicable standards

The following subconsultants are on Kimley-Horn’s team:

- Johnson, Mirmiran & Thompson (“JMT”)
- Terracon Consultants (“Terracon”)
- Telecommunication and Industrial Consulting Services Corporation (“TELICS”)

Exhibit A – Dickinson Ave at Reade Circle

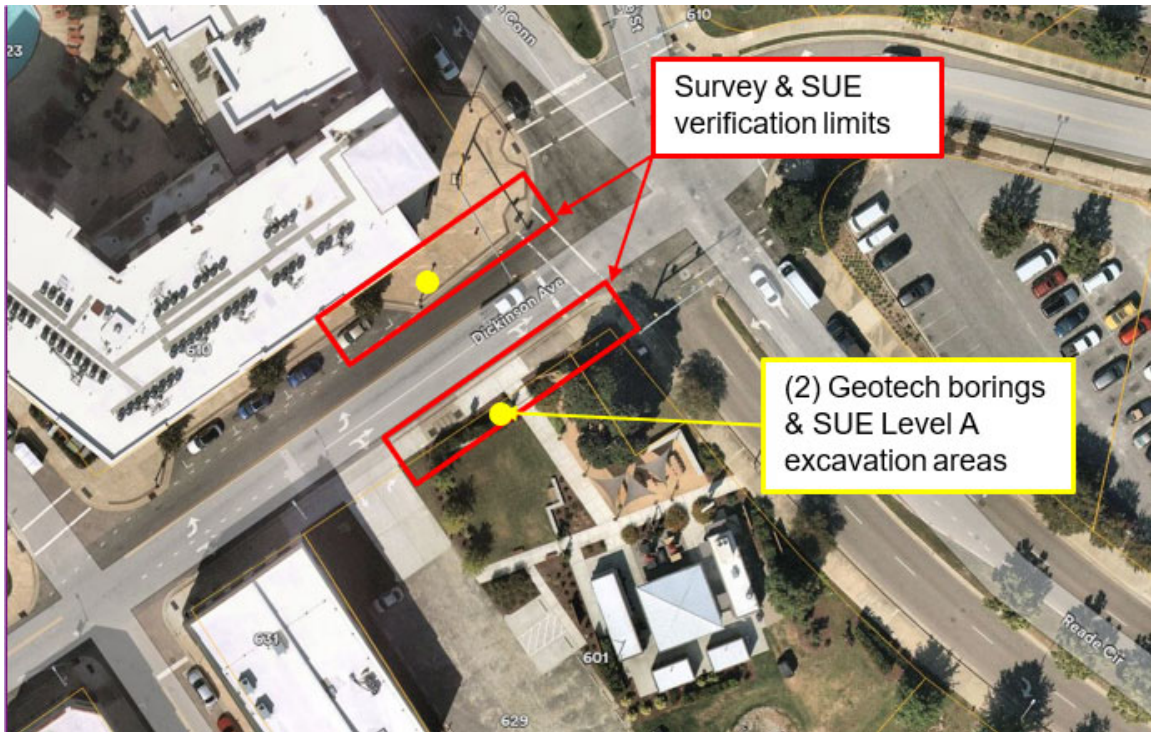
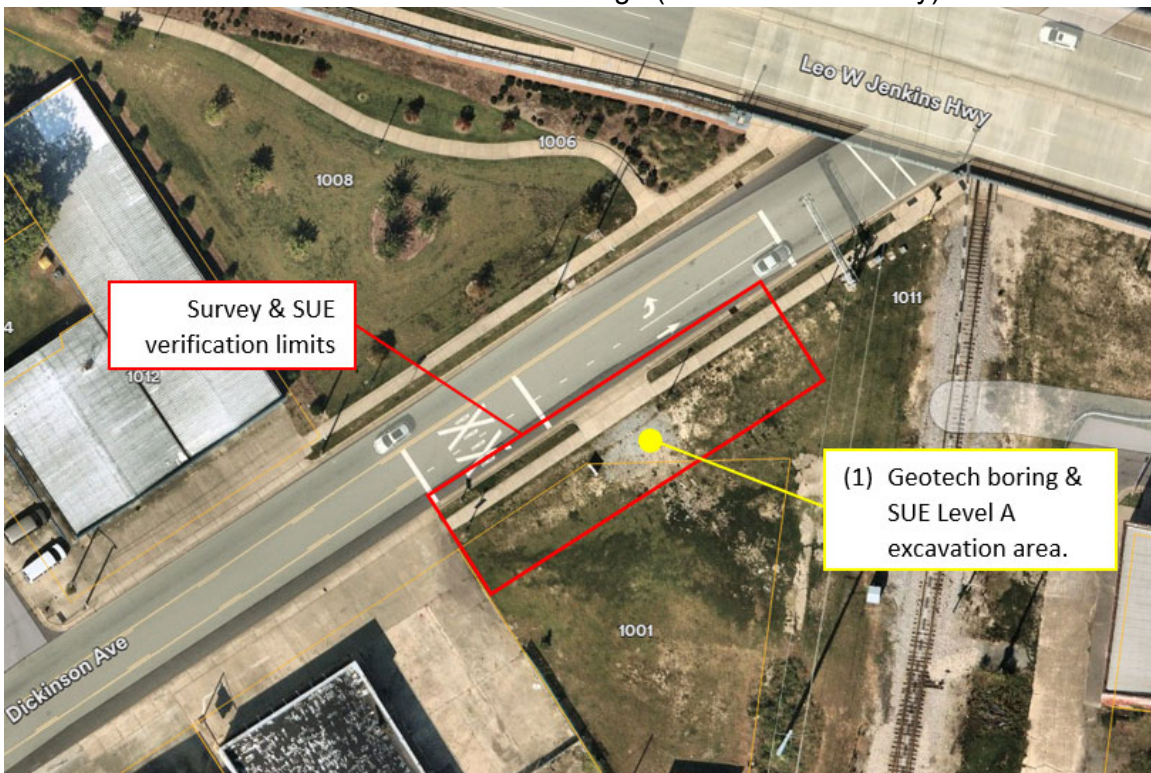


Exhibit B: Dickinson Ave. west of 10th Ave. Bridge (Leo W. Jenkins Hwy)



TASK ORDER 1 – DESIGN

TASK 1 – Project Administration

Kimley-Horn will perform the following project administration efforts from June 2024 thru September 2024 (4 months; up to the optional bid phase services):

- Oversee the project team’s scope, schedule, and budget on a day-to-day basis.
- Provide a minimum of two project contacts for the City so that at any time someone familiar with the project can be available to the City if questions, comments, concerns, or other project needs arise.
- Provide quality control throughout the life of the project.
- Develop a project schedule that is mutually agreeable to the City and Consultant.
- Meet with the City as appropriate throughout the life of the project via conference call and be available to answer project related questions on a regular basis via phone calls and email.
- Prepare and submit via email a monthly progress report that updates the project schedule, lists milestones achieved, provides the current status of each major task, and justifies any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and will coincide with monthly project invoicing.
- Utilize City’s OpCenter project management software to actively manage the project through the design phase (Task Order 1). OpCenter will host project data and allow the City to view updates and submittals throughout project development and construction.
- Maintain a project cost accounting system throughout the life of the project and prepare monthly project invoice.

JMT, Terracon, and TELICS will perform the following project administration efforts:

- Prepare and submit via email a monthly progress report that updates the project schedule, lists milestones achieved, provides the current status of each major task, and justifies any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and will coincide with monthly project invoicing.
- Maintain a project cost accounting system throughout the life of the project and prepare monthly project invoice.

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

Project Administration is anticipated to occur on an ongoing basis throughout the design phase (Task Order 1).

TASK 2 – Meetings and Coordination

This project will require regular meetings to coordinate progress and keep the project on schedule. Meetings anticipated include:

- Monthly External Progress Meetings (2 in person, 2 virtual - One meeting every month from June 2024 thru September 2024 – 4 total meetings). Kimley-Horn will develop an agenda and meeting minutes for each of these Progress Meetings. Two (2) Progress Meetings will consist of 50% and 90% Review Meetings.
- Virtual Internal Coordination Meetings (Two meetings per month from June 2024 thru September 2024 – 8 total meetings)
- In-Person Coordination meeting (2) with U-5606 contractor (Fred Smith)
- Kimley-Horn will have up to three (3) staff members present at each meeting.
- Additional meetings may be provided as an additional service to this scope.

TASK 3 – Location Surveys (For Information Only)

Task 3 scope is included below for information only as this work has been accelerated and contracted separately.

Vaughn & Melton (acquired by JMT) provided specific survey services for NCDOT location survey department for the ongoing U-5606 project. The specific services provided were survey control and right of way, easements, and property ties plans sealed on 1/12/2022.

The proposed Gateway project is within the ongoing U-5606 project limit and JMT will provide survey services to validate and supplement prior U-5606 survey information. They will utilize previous Horizontal and Vertical Control from U-5606 so that all new survey information will appropriately tie into previously performed surveys in this corridor. Their survey scope is as follows:

JMT will provide professional Topographic Survey services along SR 1620 (Dickinson Ave) from approximately 130' east of the (W 8th St) intersection eastward to the intersection with Reade Cir. The corridor limits will extend west to east along Dickinson Ave., actual limits are approximately 114' and approximately 35', shown in red rectangular boxes on both sides of Dickinson Ave. in Exhibit A. No surveying will be done in the roadway corridor of Dickinson Ave from inside the back of curb to inside back of curb.

JMT will provide professional Topographic Survey services to a second area, along SR 1620 (Dickinson Ave) approximately 155' east of the intersection with Columbia Ave. eastward to the 10th Street Ave bridge (Leo W. Jenkins Hwy), The corridor limits will extend west to east along Dickinson Ave., actual limits are approximately 144' and approximately 43', shown in red rectangular box on South side of Dickinson Ave., in Exhibit B. No surveying will be done in the roadway corridor of Dickinson Ave. from inside the back of curb to inside back of curb

JMT survey deliverables shall include:

- An updated Topographic survey in the project limits mentioned above and shown in Exhibits A & B above. All available NCDOT Right-of-Way and Easement monuments will be located and tied. JMT will survey to the NCDOT Datum Description described on Sheet RW01 of the U-5606 R/W01 Plans signed and sealed by Garry L. Moore, PLS dated 1/12/22
- A 2D MicroStation file V8i, developed at a 1" = 50' scale that depicts the conventional survey and the alignment of the designated underground utilities as defined herein.
- Sealed PDFs as required by L&S Guidelines.

TASK 4A – Subsurface Utility Engineering (SUE - Locating and Mapping) For Information Only

Task 4A scope is included below for information only as this work has been accelerated and contracted separately.

JMT will provide subsurface utility mapping in accordance with NCDOT Locations & Surveys Subsurface Utility Engineering Guidelines at the following desired utility data quality levels: LOS A (6 Test holes – included in Task 4B), LOS B and LOS C (designating and mapping), and LOS D (records research and mapping). The services shall include utility research, locating the visible utility features and appurtenances, and creating a Microstation SUE design file depicting the utility designation data. JMT understands that the purpose of these requested services is for pre-construction planning and base mapping for engineering design plans for the Arts District Streetscape Project. The SUE scope is as follows:

JMT will provide professional SUE Survey along SR 1620 (Dickinson Ave) from approximately 130' east of the (W 8th St) intersection eastward to the intersection with Reade Cir. The corridor limits will extend west to east along Dickinson Ave., actual limits are approximately 114' and approximately 35', shown in red rectangular boxes on both sides of Dickinson Ave. below in Exhibit A. No surveying or SUE will be done in the roadway corridor of Dickinson Ave from inside the back of curb to inside back of curb.

JMT will provide professional SUE services to a second area, along SR 1620 (Dickinson Ave) approximately 155' east of the intersection with Columbia Ave. eastward to the 10th Street Ave bridge (Leo W. Jenkins Hwy), The corridor limits will extend west to east along Dickinson Ave., actual limits are approximately 144' and approximately 43', shown in red rectangular box on South side of Dickinson Ave., below in Exhibit B. No surveying or SUE will be done in the roadway corridor of Dickinson Ave. from inside the back of curb to inside back of curb.

- A. The utility designation will be performed in accordance with the NCDOT Location & Surveys Subsurface Utility Engineering Guidelines.
1. JMT will perform utility records research for the project area. Based on preliminary information it is anticipated that there are approximately eight (8) utility owners who may have facilities within the project limits. It is assumed that all utility companies will provide copies of record information to JMT at no cost.
 2. JMT anticipates multiple underground utilities consisting of pressurized pipelines (water, gas, etc.), electric, traffic control, and communication (telephone, cable television, and fiber optics) mainline facilities and these shall be designated at Quality Level B, if detectable with standard electronic designation equipment. It is estimated that the project areas may contain approximately 800 LF of existing underground utilities shown in the NCDOT U-5606 plans and our estimates are based on a maximum of 1,000 LF. Should it be determined during the research or field designation phases that this estimate may be exceeded, we will contact your office for direction.
 - a. Traffic Control/Traffic Fiber Optic cables will be identified as “Power” or “Telephone Fiber Optic” and noted either on the line and/or as a note in the line data as “Traffic Control”.
 3. JMT will provide field designation services to identify traceable underground utilities utilizing industry accepted surface geophysical/electromagnetic methods consisting of the use of pipe and cable locators. Ground penetrating radar (GPR) will also be used as needed. Other electromagnetic methods (i.e., terrain conductivity, resistivity measurement, optical, infrared/thermal, acoustic emission, etc.) and/or other surface geophysical methods (i.e., magnetic, elastic wave, microgravitational technics, isotopic/radiometric technics, chemical technics, borehole geophysics, etc.), are excluded from the scope of work.
 4. JMT will survey the utility designation markings and utility structures within the limits and identify their disposition in the survey as to the type of facility, etc. with the appropriate layer and line style.
 - a. Abandoned and/or empty facilities will be shown on the survey at Quality Level B if electronically detectable or indicated at Quality Level C/D if indicated on records if no electronic signals can be obtained on the utility.
 6. The designation of gravity systems (storm drainage and sanitary sewer) which was previously located will not be included in this SUE survey or scope.
 7. In regard to utility services and privately-owned facilities (i.e., privately owned facilities such as sanitary sewer force main, electric services to illuminated signs and parking lot lighting, etc.) JMT will:
 - a. Utility service lines for commercial parcels, if any, will be designated (at Quality Level B and/or C based on the assignments for the mainline facilities) to the project limits or metered location whichever is closest to the roadway. Quality Level C information will only be provided if such information is available on records.
 - b. Utility service lines for residential parcels, if any, will not be designated.

- c. Privately owned facilities for residential parcels (which would include sewer force mains from septic systems, electric, etc.) are excluded from the scope of work.
 - d. Privately owned facilities for commercial parcels, if any, will be designated at Quality Level B within the survey limits.
 - e. Irrigation systems will not be designated.
 - f. Investigation of wells and septic systems is excluded from the scope of work.
8. JMT will perform an electronic sweep of the project area with our pipe and cable locating equipment and any items detected will be mapped as an unknown conductor if not indicated on records.
 9. Should an electronic signal not be obtained on a utility line requiring Quality Level B designation, said line will be designated at Quality Level C or D based on available information if possible.
 10. Should utility records not be available for a specific utility said utility will be indicated on the survey at Quality Level D based on verbal information from the utility owner, physical features, etc. if possible.
 11. JMT will employ signage and safety equipment per NCDOT standards and policies to perform the requested SUE services.

TASK 4B – Subsurface Utility Engineering (SUE – Utility Test Holes)

B. UTILITY TEST HOLES

JMT will provide location services (test holes) at up to six (6) locations as needed. Test holes will be for utilities near the proposed gateway column locations (represented by yellow dots) in Exhibit A & B below. It is assumed that the targeted utilities will be electronically detectable with our standard designating equipment; GPR (ground penetrating radar), (pipe and cable locators) and the utility depth will be less than 6 feet.

1. Test Hole Locations:

JMT will perform the test holes on the requested utilities at the locations determined to be in potential conflict with the proposed foundations and/or geotechnical borings. JMT will call the targeted areas into NC811 as required by law. Upon completion of the NC811 marking, JMT will verify that an electronic signal can be obtained at the Miss Utility marked location. Should JMT determine a discrepancy with the NC811 markings and the surveyed location, we will contact your office to discuss.

2. Horizontal & Vertical Datum:

JMT will utilize existing survey control (NCDOT Tip# u-5606) as established for the site survey. The test holes will be tied to existing physical features (i.e., no survey performed).

3. Permit, Insurance, and Bonds:

It is assumed that no additional insurance requirements or surety bond will be required.

4. **Work Hours:**
Work involving lane closures may have work hour restrictions of 9:00 am to 3:30 pm weekdays. Night work and/or weekend work is excluded from the scope of work.
5. **Traffic Control & NC811 Coordination:**
JMT will provide the necessary NC811 coordination and traffic control for each requested test hole in Exhibit A. JMT will base the necessary traffic control measures on the NCDOT guidelines. For budgetary purposes we have assumed traffic control may be required in some areas of the project due to high traffic volumes and have provided estimated fees for said services for one 8-hour day. Should such services be required they will be invoiced at cost. (SEE AWP two quotes attached). AWP's quotes are for the traffic safety (equipment and signage) and Permit for the City of Greenville lane closure at the traffic signaled intersection of Dickinson Ave. and Reade Cir., See Exhibit A.
6. **Site Access:**
It is assumed that all test hole locations are free from debris and are accessible with our vacuum excavator truck/equipment. It is assumed that any coordination with property owners necessary to perform the test holes will be handled by the City of Greenville.
7. **Backfill and Restoration:**
Test holes will be backfilled with the same material that was removed from the hole during excavation. It is assumed that a permanent pavement restoration will not be required for test holes located within the asphalt roadway and that a DOT approved cold mix product (PermaPatch) can be utilized for the pavement restoration. It is assumed that one (1) test hole will be requested within concrete sidewalk areas at the north/west intersection of Dickinson Ave and Reade Cir. JMT will patch the test hole in concrete with Quikrete 80-lb High strength concrete restoration mix. It is assumed that a permanent concrete restoration will not be required for test holes located within concrete sidewalk. Please note that our restoration patch size is limited to the size of our standard pavement cut (12-inches square).
8. **Groundwater:**
Groundwater may be encountered before reaching the targeted utility. Please note that upon encountering groundwater, we may not be able to continue the vacuum excavation process due the risk of damaging our vacuum system as well as the risk of undermining the surface above. In such instances, we will note the excavated depth, and will continue to probe to attempt to detect any utilities/obstructions. No excavation will be performed below the groundwater table elevation. If unusual soil conditions are encountered (i.e., extremely unstable, or compacted soils), excavation may require other methods or, in some cases, be prevented entirely. In these circumstances, your office will be notified to discuss direction.
9. **Test Hole Data Forms**
An individual data form shall be prepared for each test hole. Data form shall be 8.5" by 11" in size, and shall contain the following information:
 - a. Street name and general location description of test hole.
 - b. Anticipated type and size of targeted utility.

- c. Existing pavement description (type and approximate thickness).
- d. Soil description.
- e. General utility condition.
- f. Type and location of survey marker set to identify test hole location.
- g. Type/color of ribbon installed in excavated hole to identify utility type.
- h. Top of ground and top of utility elevation based on vertical control points as supplied by your office, plus a manual depth check.
- i. Outside diameter measurement of utility.
 - 1. For circular utilities (pipes, conduits, cables, etc.):
 - a. For sizes 8-inches and smaller, O.D. measurement will be based on full diameter exposure (where possible).
 - b. For sizes larger than 8-inches, O.D. measurement will not be obtained unless specifically requested. If diameter measurement is requested, multiple holes will be necessary to obtain the O.D. based on half diameter exposure (where obtainable).
- j. A sketch (not to scale) indicating the street, general test hole location, utility and direction of utility, and reference distance ties to a maximum of four (4) physical features plus an edge of pavement (or face of curb distance) where obtainable.

JMT SUE deliverables shall include the following:

- 1. A 2D MicroStation file V8i, developed at a 1" = 50' scale that depicts the conventional survey and the alignment of the designated underground utilities as defined herein.
- 2. A Survey & SUE Report.
- 3. A list of utility owners.
- 4. Sealed PDFs as required by L&S Guidelines.
- 5. JMT will deliver a standalone SUE dgn file and the information will be merged into the FS file.

TASK 5 – Geotechnical Subsurface Investigations

Terracon’s Scope of Services is based on their understanding of the project as described by Kimley-Horn and Associates Inc and the expected subsurface conditions as described below.

Planned Construction

Item	Description
Information Provided	Email communication with site plans provided on March 21, 2024.

Item	Description
Project Description	The project includes the addition of three columns and one possible arche across Dickinson Avenue (near Reade Circle) as part of a streetscape project for the city.
Proposed Structures	The arches will likely be supported on drilled piers.
Finished Structure Elevation	Unknown, assumed to match existing grade.
Maximum Loads	Anticipated structural loads were not provided. Terracon requests design loads be provided prior to scheduling subsurface exploration (to be provided by KHA).
Below-Grade Structures	None.
Pavements	None.
Building Code	2018 North Carolina State Building Code

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located on Dickinson Avenue in Greenville, NC. Three columns are proposed, one just southeast of the Tenth Street Connector (Leo W Jenkins Highway) and two columns (including arch) just before Reade Circle.
Existing Improvements	Developed with sidewalks, underground and overhead utilities.
Current Ground Cover	Concrete sidewalk, landscaped area, grass, and gravel.
Existing Topography	Relatively level in elevation ranging from 60 feet to 62 feet MSL near Tenth Street and 43 feet near Reade Circle and based on publicly available topography maps published by the USGS and Google Earth Pro™.

Item	Description
Site Access	Terracon expects the site, and all exploration locations, are accessible with a track-mounted drilling equipment and wheeled support vehicles. Traffic control is anticipated for the corner near Reade Circle.
Expected Subsurface Conditions	Terracon’s experience near the vicinity of the proposed development construction and review of geologic maps indicates subsurface conditions will likely consist of very loose to medium dense sand and soft to stiff clay.

Terracon’s proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Kimley-Horn and Associates Inc, and local experience with similar projects in the vicinity of the project site, Terracon proposes the following field exploration program which is anticipated to be completed with one day of on-site activities.

Number of Tests	Planned Exploration Depth (feet) ¹	Planned Location ²
2	25	Next to Reade Circle
1	25	Next to Tenth Street

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered. Refusal conditions include auger refusal or tip resistances typically over 200 tons per square foot
2. The planned exploration locations are shown on the attached **Anticipated Exploration Plan**.

Exploration Layout and Elevations: Terracon will use handheld GPS equipment to locate test locations with an estimated horizontal accuracy of +/-15 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. Terracon can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: Terracon will advance the subsurface exploration with a truck or track-mounted drill rig in general accordance with local standard procedures for standard penetration tests (SPTs) or cone penetration tests (CPTs).

Borings will be advanced by continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to the soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, Terracon will observe and record groundwater levels during drilling and sampling.

The CPT testing will hydraulically push an instrumented cone through the soil while nearly continuous readings of soil strength and pore pressure are recorded to a portable computer. No soil samples are gathered through this exploration technique. A hand auger and or Macro core will be used to collect select soil samples to a limited depth where CPTs are conducted. In addition, Terracon will observe and record groundwater levels during drilling and sampling. Unless otherwise requested, CPT is the preferred method.

Terracon's exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and Terracon's interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of Terracon's work some disturbance could occur including rutting of the ground surface and damage to landscaping.

Ground disturbance at CPT sounding locations will be minimal and will not require backfilling in most instances because this testing method generates little to no spoils. Please let us know if further restoration is desired based on project requirements and Terracon can make arrangements to backfill the sounding locations. If SPT is performed, Terracon will backfill borings with soil cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Terracon's services do not include repair of the site after the field exploration beyond backfilling boreholes and patching. Excess soil cuttings will be removed from site.. Because backfill material often settles below the surface after a period, Terracon recommends boreholes to be periodically checked and backfilled, if necessary. Terracon can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with the exploration program; thus, this Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. This Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings or probing (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through NC811. Terracon will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, Terracon will consider the need for alternative subsurface exploration methods as the safety of the field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to conduct or subcontract with a private utility locating service. Fees associated with this service are included in the Scope of Services. Terracon will scan the area around the test locations and run ground penetrating radar (GPR) to help detect underground utilities.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Two of the three boring locations are within NCDOT right of way. The remaining parcel that may need to be accessed is owned by Dickinson Avenue Investments, LLC (Thomas Taft). Per discussions with City Staff, they will coordinate the access for geotechnical work with Mr. Taft. Kimley-Horn will notify NCDOT Division 2 staff and the existing U-5606 Contractor (Fred Smith) that geotechnical work will be performed in isolated locations within existing right of way. Terracon's proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If exploration must take place over a weekend or at night, please contact Terracon so schedules and fee can be adjusted.

Traffic Control:

For the work scope of this proposal Terracon has budgeted for subcontracting traffic control services (signage and flagman) during drilling activities, which is anticipated to

take less than one day. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of the drill rig during drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but Terracon anticipates the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Terracon's laboratory testing program often includes examination of soil samples by an engineer. Based on the results of the field and laboratory programs, Terracon will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of Terracon's field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Exploration logs with field and laboratory data
- Stratification based on visual soil classification or CPT data
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Earthwork recommendations including site/subgrade preparation

When services are complete, a printable version of the completed Geotechnical report, including the professional engineer's seal and signature will be provided. Previous submittals, collaboration, and the report will be maintained in OpCenter. This allows future reference and integration into subsequent aspects of Terracon's services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: The geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of the geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Terracon review will include a written statement conveying opinions relating to the plans and specifications' consistency with the geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of the geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Terracon's assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. Terracon should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by Terracon.

Perform Environmental Assessments: Terracon Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. Terracon can provide a proposal for an environmental assessment, if desired.

TASK 6 – Public Involvement

The proposed public involvement for this program will consist of the following project elements:

- One (1) public meeting
- One (1) Stakeholder Meeting (same day as public meeting)

Public Meetings

Kimley-Horn will conduct one (1) public meeting that will be complemented by a stakeholder meeting earlier in the same day. The public meeting is anticipated to be during the conceptual design phase (June/July) which will allow the project team to share the proposed design improvement concepts and seek input from the public as well as engage with the Downtown Partnership..

The City will be responsible for any preparation and mailing postcard notifications for the public meeting to advertise the public meeting. Kimley-Horn will provide the City with a draft and final electronic copy of public meeting materials for review prior to the public meeting. Kimley-Horn will have up to three (3) staff members attend and facilitate the public meetings. The public meeting will be held in-person at a location determined by the City. Kimley-Horn will collect attendees' names and contact information.

The purpose of Public Meeting will be to quantify preferences of the public to evaluate during the design process. Display materials will include precedent images and materials types of example gateway features such as gateway columns, arches, signage, lighting and branding. Information will be displayed in an interactive format for public input.

Kimley-Horn assumes preparation of the following for this meeting:

- Draft and final display boards, up to four (4), illustrating locations of proposed gateway features and material and aesthetic design mood or preference boards.
- Comment cards and sign-in sheets.
- No presentation is included as part of this scope.

Following the public meeting, Kimley-Horn will prepare a summary of the public meeting, survey results, and comments received. A draft of this document will be provided to the City electronically for review. Kimley-Horn will make one round of revisions to the document. The final version of the summary will be provided to the City.

Stakeholder Meeting

The City will identify and provide Kimley-Horn with a list of stakeholders for participation in one (1) in-person meeting. The City will be responsible for meeting location and invites. It is anticipated that this meeting will occur in advance of the first public meeting, but on the same day as the first public meeting (June/July). Kimley-Horn will utilize the same materials preparations for the Public Meeting #1 with separate versions for stakeholder input.

Kimley-Horn will have up to three (3) staff members attend and facilitate the stakeholder meeting. Kimley-Horn will prepare and provide the City with an electronic copy of a draft agenda and meeting materials prior to the stakeholder meeting. Kimley-Horn will conduct one round of revisions and prepare materials for use during the meeting. Kimley-Horn will prepare a summary of the stakeholder involvement meeting and provide a draft of the summary electronically to the City for review.

TASK 7 – Concept Design

Kimley-Horn will begin the project by developing concepts that explore options for gate columns and roadway arches within the defined project limits. This conceptual phase will include the follow elements:

- Research of existing gateway columns and arch types that could be applicable to the project location.
- Develop material pallet for consideration for gateway features.

- Research similar gateway projects construction costs.
- Location plans to identify preliminary location of columns for Geotechnical investigations.
- Meet with the City to present conceptual findings and prepare for Public Mtg #1
- Coordination with NCDOT.

TASK 8 – 50% Design Development Plans

Kimley-Horn will prepare 50% design development plans and a digital 3D model illustration of the preferred gateway features upon completion and incorporation of survey data. Prior to starting design, Kimley-Horn will perform a site visit with up to three (3) staff members.

Based upon public engagement and City input, Kimley-Horn will progress the preferred gateway concept including the following elements:

- Right-of-way and easements (as needed)
- Kimley-Horn will incorporate the Geotechnical Recommendations for structural design from Terracon.
- Design plans, sections, and elevations as needed to depict design intent of the gateway features, including preliminary signage design.
 - Plans will include hardscape and landscape.
 - Cut-sheets of lighting, furnishings or other products to be associated with the gateway features.
 - Kimley-Horn assumes that irrigation design will not be included in this project. These services can be provided as an additional service.
- Digital 3D model illustration(s) of the preferred gateway features depicting the following views
 - Arch & Columns @ Reade Circle; looking towards Reade Cir.
 - One (1) column at 10th Ave. & RR; looking towards RR (on the Right)
- This 3D model will be utilized to evaluate vehicular views of the archway with the existing Reade Circle traffic signal in the background. This will be important to verify the proposed arch will not impact drivers view of the traffic signal.
- Graphic representation of the proposed arch and performance specification to provide to a fabricator or contractor for final arch design.
- Lighting and electrical design, see Task 11.

This submittal will consist of a Cover sheet, preliminary plans, sections, elevations and a digital renderings from a 3D model for submittal to the City.

Kimley-Horn will develop a 50% opinion of probable construction cost (OPCC) with the 50% plans. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made on

the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Kimley-Horn will provide a Quality Control/Quality Assurance review of the 50% plans prior to the submittal. Kimley-Horn will submit electronic PDFs of the plans to the City and utility companies. CADD drawings will be provided to the City in AutoCAD (DWG) format upon request. Kimley-Horn will also coordinate with its subconsultants and the City through the development of the 50% plans and will respond to inquiries via email and telephone.

Kimley-Horn will have up to three (3) staff members coordinate and conduct a virtual 50% Review Meeting with the City and will prepare minutes as well as address review comments received.

TASK 9 – Utility Coordination

The City will be copied on pertinent correspondence or communications between Kimley-Horn and any agency or utility company. All tasks for Utility Coordination will be performed with the review and approval of the City.

Prior to the development and submittal of the 50% Schematic Design plans, Kimley-Horn will review the provided SUE information to identify utilities that may be impacted by the construction of the gateway columns. Kimley-Horn will coordinate with private utility companies whose facilities to be impacted. Kimley-Horn will distribute a plan corridor map to the utilities present within the corridor identified by the SUE information with requests to confirm existing facilities and identify any proposed facilities and will confirm receipt of the same.

Following the completion of the 50% Schematic Design phase of the project, Kimley-Horn will conduct a kickoff utility coordination meeting with private utilities to review the proposed design. Kimley-Horn will furnish information pertaining to proposed construction to the identified utility companies and agencies and conduct up to one (1) field coordination meeting with utilities to review the project, confirm existing facilities, verify pole types and identification numbers, and identify obvious conflicts. The field coordination meeting will also seek to determine restrictions to relocations and identify cost prohibitive adjustments (based on utility owner feedback). Kimley-Horn will review all available utility plans, collect additional field data as required, and assist the City as needed to validate and document (if necessary) any claims made by utilities for reimbursement from the City. The utility coordination meeting will establish the basis for the conflict matrix.

The purpose of the utility coordination is to identify potential conflicts and to shift the proposed gateway columns to avoid the existing known utilities. Utilities that still remain in conflict will be identified and provided to the applicable utility owner for relocation. Kimley-Horn will coordinate the resolution of utility conflicts with the respective utility

owners. The design and adjustment of privately-owned utilities will be the responsibility of the respective utility owners, with coordination provided by Kimley-Horn.

Utility conflict resolution plans and Utility by Other (UBO) plans are not included in this scope of work and will be considered an additional service.

The City will be informed or invited to all utility coordination meetings (assumed one). Items to address at this meeting will include phasing coordination with proposed gateway features, traffic control plans, joint pole and duct bank usage, potential conflict with signals and other utilities along the corridor, and distribution pole relocation coordination. Kimley-Horn will prepare and distribute utility coordination meeting minutes as requested by the City.

TASK 10 – Transportation and Pedestrian Management Plans

Kimley-Horn will prepare Transportation and Pedestrian Management Plans (TMP) that include a phasing sequence listing work to be done for each gateway column/arch, traffic control diagrams and details of each phase and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements.

Kimley-Horn will prepare construction TMPs, which will indicate how vehicular and pedestrian traffic is to be maintained during construction of the project. NCDOT Roadway Standard Drawings will be referenced in the traffic control plans but will not be detailed as a part of the traffic control plans. The Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG) will be referenced when developing the pedestrian traffic control plan. Development of these plans will consider required phasing of the private utility companies' relocation designs, if any, during construction. The plans will incorporate U-5606 phasing and address and include all traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements.

The TMPs will be designed to meet current NCDOT and MUTCD criteria. Kimley-Horn will prepare the plans on plan sheets at a scale of 1-inch = 20 feet horizontal. These plans will be prepared and submitted concurrently with the 50% Plans, 90% Plans, and 100% Plans.

TASK 11 – Lighting and Electrical Design

This task encompasses the design of lighting for the proposed gateway features and the associated electrical system to support. Below is a brief description of what is included:

- Uplighting for each proposed archway support or monumental column.
- Backlighting for text on potential gateway arches.
- One (1) metered electrical service for each gateway feature location (up to two) to provide power for the lighting is assumed.

50% Design Development Lighting and Electrical Design

Kimley-Horn will prepare electrical plans for the proposed accent lighting associated with the three gateway columns and one arch. Accent lighting will include up-lighting of the columns. Power will also be run to the columns themselves to create electrical connections for future lighting that may be desired on the proposed arch. Kimley-Horn will prepare the electrical plans per City of Greenville and NEC standards and will include the use of NCDOT standard service cabinet and conduit system equipment. Kimley-Horn will coordinate with GUC to obtain service locations for the proposed accent lighting. Technical specifications will be developed for the proposed lighting fixtures.

The 50% Design Development electrical plans for proposed accent lighting systems will be based on the following assumptions:

- The design shall incorporate lighting fixtures that will be maintained by the City of Greenville/GUC.
- Photometric modeling of accent or aesthetic lighting can be completed as an additional service.
- Proposed luminaire types will be recommended by Kimley-Horn and approved by the City.
- Kimley-Horn will coordinate with GUC for the installation of new services required for the proposed light fixtures.
- Accent lighting fixtures shall be controlled via a centralized photocell.
- All lighting circuit conductors shall be placed in conduit with a junction box placed adjacent to each column.

The 50% Design Development lighting plans will consist of the following elements developed by Kimley-Horn to be incorporated into the broader set of plan sheets and specifications package:

- Light fixture locations and details.
- Proposed electrical service location.
- Horizontal layout of conduits, junction boxes, lighting distribution panels and electrical service locations to support electrical service connection to the proposed accent lighting fixtures.

90% Construction Documents Lighting and Electrical Design

Upon receiving up to one round of consolidated comments from the City, Kimley-Horn will prepare and submit 90% electrical design plans.

The 90% Electrical Design will consist of the following elements to be incorporated into plan sheets and a specifications package to be developed by the Consultant:

- Updated horizontal layout of conduits, junction boxes, lighting distribution panels and electrical service locations to support electrical service connection to the proposed accent lighting fixtures.
- Electrical plan notes.
- Conductor and conduit sizing.
- Circuit identification.
- Installation details consisting of one-line diagram and panelboard schedules.

- Draft luminaire technical specifications.

Final 100% Construction Documents Lighting and Electrical Design

Upon receiving up to one (1) round of consolidated comments from the City, Kimley-Horn will prepare and submit final electrical design plans. Final Lighting and Electrical design plans will incorporate revisions necessary to address comments received and will be incorporated into the broader plans and specs package for submittal to the Client.

TASK 12 – Structural Design

Kimley-Horn will prepare plans for up to three (3) permanent columns and foundations for signage structures. Two (2) of the column and foundation systems will support an arched sign near Reade Circle. Kimley-Horn will coordinate with the sign fabricator to determine the top of column loads required for structural design of column and foundation system.

Structural design of the arched sign is not included in this scope and assumed to be completed by sign fabricator. Structural staff will coordinate with landscape architectural staff to provide structural notes/design elements that detail horizontal and vertical clearances on a schematic detail showing the *aesthetic intent* of the proposed arch. This detail will be accompanied by a performance specification to provide to a fabricator or contractor for final arch design.

The column and foundation plans and designs will be prepared in accordance with AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (with 2020 Interim Revisions), AASHTO LRFD Bridge Design Specifications (9th Edition), 2024 NCDOT Standard Specifications for Roads and Structures, NCDOT Structures Management Unit Manual; based on loading provided by sign fabricators; and based on the final geotechnical recommendations, provided by the project Geotechnical Engineer.

Structural Plans will be submitted for review at the 90% Construction Documents phase. Upon receiving up to one round of consolidated comments from the City, Kimley-Horn will prepare and submit 100% structural plans.

TASK 13 – Construction Documents

Kimley-Horn will prepare 90% Construction Documents for the project. Kimley-Horn will incorporate design and right-of-way revisions resulting from property negotiations (as needed) and will submit 90% plans to the City. The 90% Construction Documents will include draft Project technical specifications and special provisions, structural design plans for the columns and foundations, and all revised items listed previously within the 50% Design Development plan submittal.

Since this gateway project is within the existing construction limits of ongoing U-5606 project, it is assumed for this Task that the Final Construction Drawings will be issued as a change order to the contractor, Fred Smith. This assumption means that full bid

documents will not be needed and are not included in the base services scope of work. The design team will provide final plans along with technical specifications and special provisions for the gateway features for the contractor to perform as a change order to the U-5606 project. Design team will also provide 2 separate bid tabs (one for column foundations only and one for all other items identified in the project). The purpose for the two bid tabs is in the event that Fred Smith is only interested in constructing the column foundations as a change order to U-5606 project. In this scenario, the other bid items needed for the project (outside the column foundations) would be included in a separate bid package as an alternate service - Task 17 Bid Phase Services.

In the event that Fred Smith does not perform any services on this project as a change order to U-5606, then the entire bid package would be produced as an alternate service – Task 17 Bid Phase services.

Assistance of DOT pre-qualification or reference review for City of Contractor can be provided as an additional service.

Kimley-Horn will provide a Quality Control/Quality Assurance review of the 90% plans prior to the submittal. Kimley-Horn will submit electronic PDFs of the plans and OPCC to the City and utility companies. CADD drawings will be provided to the City in AutoCAD (DWG) format upon request.

Kimley-Horn will have up to three (3) staff members coordinate and conduct a virtual 90% Review Meeting with the City and will prepare meeting notes.

Kimley-Horn will incorporate consolidated 90% comments from the City into a Final 100% Construction Documents set of plans and OPCC and provide a Quality Control/Quality Assurance review of the final documents prior to submittal to the City. Kimley-Horn will seal the plans for the 100% submittal. Kimley-Horn will submit electronic PDFs of the plans and OPCC to the City and utility companies. CADD drawings will be provided to the City in AutoCAD (DWG) format upon request.

Once the City approves the 100% plans, Kimley-Horn will sign the sealed plans and submit to the City. Kimley-Horn will also submit a digital format of all project PDF and electronic files to the City. Kimley-Horn will also coordinate with its subconsultants and the City through the development of the 90% and 100% plans and will respond to inquiries via email and telephone.

TASK 14 – Expenses (Kimley-Horn)

Additional Services

TASK 15 – ROW/Easement Mapping (JMT)

If ROW or easement mapping is required for the project JMT will perform the following mapping services:

- Prepare easement or right-of-way maps, legal descriptions for recordation.
- Stake all identified easements at each of the four (3) proposed decorative columns.

TASK 16 – Bid Phase Services

If the project (or portions of the project) cannot be issued to U-5606 Contractor (Fred Smith) through a Change order then Kimley-Horn can provide Bid Phase Services as described below.

Develop Full Bid Package

Kimley-Horn will incorporate agreed to revisions to a final Issued for Bid Construction Documents package inclusive of signed and sealed plans, specifications, City provided front-end documents. Kimley-Horn will submit to the City a completed Issued for Bid Construction Documents package.

Coordinate Advertisement and Plan Room Setup

Kimley-Horn will manage an on-line Plan Room for the Bid Package where Bidding Contractors can access the Plans and Specifications. Additionally, Kimley-Horn will coordinate advertisement for the bid sets per the requirements set forth by the City. The cost of utilizing this on-line Plan Room is not included in this scope of work and will be the responsibility of the City of Greenville.

Finalize Contract Documents

After final plans are completed, the City will review the bid package and provide comments. Kimley-Horn will address City comments and incorporate any necessary revisions to the contract document that may be need during the period between final plans and bid.

Pre-Bid Meeting

Kimley-Horn shall prepare the agenda for and conduct a Pre-Bid Meeting with the Contractor's representatives, the City's staff, and Kimley-Horn's sub-consultants as necessary. Kimley-Horn shall provide assistance to the City as needed during this meeting in interpreting the plans and specifications and answering the Contractor's questions. Kimley-Horn will provide Meeting documentation for project records.

Issue Addenda

The Engineer shall prepare and issue up to two (2) Addenda during the bidding process. The Engineer shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.

Bid Opening

The Engineer shall prepare the agenda for and conduct the Bid Opening Meeting with the Contractor's representatives, the City's staff, and the Engineer's sub-consultants as necessary. The Engineer shall provide assistance to the City as needed during these meetings in interpreting the plans and specifications and answering the Contractor's questions. The Engineer will provide Bid Opening Meeting documentation for project records.

Bid Tabulation and Certification

The Engineer shall review all the qualified bids, including bond and insurance from the Bid Opening, compliance with contract documents, and tabulate these bids and prepare recommendation of award to the City. The Engineer shall certify the recommended bids.

Contract Execution and Routing

The Engineer shall be available to assist the City with contract execution and routing of documents for signature.



City of Greenville, North Carolina

Meeting Date: 06/10/2024

Title of Item: Budget Ordinance Amendment #11 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002)

Explanation: Attached for consideration at the June 10, 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), and the FEMA-Hurricane Project Fund (Ordinance #17-002).

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	To reclassify funds to cover additional BUILD Grant expenses.	General Engineering Capital Projects	-
B	To appropriate funding from the General Fund and the FEMA-Hurricane Project Fund to cover costs associated with Greenfield Terrace Park Improvements.	General FEMA-Hurricane Project Recreation & Parks Capital	69,000 200,000 269,000
C	To recognize additional investment earnings within the General Fund based on year-to-date returns.	General	735,000
D	To appropriate funding within the Police Department to cover items approved at May 6, 2024 Council meeting.	General	245,000
E	To appropriate funding to cover the Arts District project.	General Engineering Capital	10,000
F	To recognize funding received for the United Way Campaign.	General	5,230

G	To transfer available bond funding to establish the North-South Connector Project.	Street Improvement Bond Engineering Capital	637,152 1,500,000
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Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

Fund	<u>2023-24 Original Budget</u>	<u>Amendment #11</u>	<u>2023-24 Budget per Amendment #11</u>
General	\$109,914,095	\$1,064,230	\$110,978,325
Debt Service	6,863,408	-	6,863,408
Public Transportation (Transit)	8,266,066	-	8,266,066
Fleet Maintenance	6,357,587	-	6,357,587
Sanitation	9,419,549	-	9,419,549
Stormwater Utility	12,875,428	-	12,875,428
Housing	2,717,697	-	2,717,697
Health Insurance	14,376,386	-	14,376,386
Vehicle Replacement	11,842,536	-	11,842,536
Facilities Improvement	2,354,639	-	2,354,639
Special Revenue Grants	15,121,125	-	15,121,125
Public Works Capital Projects	59,803,361	-	59,803,361
Recreation & Parks Capital Projects	18,273,552	269,000	18,542,552
Community Development Capital Projects	19,634,757	-	19,634,757
Engineering Capital Projects	60,495,786	1,612,500	62,108,286
Donations	594,986	-	594,986
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	637,152	18,477,566
Enterprise Capital Projects	65,999,744	-	65,999,744
ARPA	24,689,311	-	24,689,311
Capital Reserve	5,000,000	-	5,000,000
FEMA-Hurricane Project	2,212,100	200,000	2,412,100

Recommendation:

Approve Budget Ordinance Amendment #11 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), the Capital Projects Funds (Ordinance #17-024), and the FEMA-Hurricane Project Fund (Ordinance #17-002).

ATTACHMENTS

[BA11.xlsx](#)

ORDINANCE NO. 24-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#11) Amending the 2023-24 Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024),
and the FEMA-Hurricane Project Fund (Ordinance #17-002)

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 #11									
	2023-24 Revised Budget	A.	B.	C.	D.	E.	F.	Total Amend #11	2023-24 Budget per Amend #11
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	891,145	-	-	-	-	-	-	-	891,145
Powell Bill	2,390,610	-	-	-	-	-	-	-	2,390,610
Restricted Intergov't Revenues	769,916	-	-	-	245,000	-	5,230	250,230	1,020,146
Licenses, Permits and Fees	4,982,550	-	-	-	-	-	-	-	4,982,550
Rescue Service Transport	3,300,000	-	-	-	-	-	-	-	3,300,000
Parking Violation Penalties, Leases, Other Revenues	300,000 1,398,790	-	-	-	-	-	-	-	300,000 1,398,790
Interest on Investments	1,307,739	-	-	735,000	-	-	-	735,000	2,042,739
Transfers In GUC	8,199,596	-	-	-	-	-	-	-	8,199,596
Appropriated Fund Balance	6,220,547	-	69,000	-	-	10,000	-	79,000	6,299,547
Transfer from Other Funds	179,671	-	-	-	-	-	-	-	179,671
Total Revenues	\$ 109,914,095	\$ -	\$ 69,000	\$ 735,000	\$ 245,000	\$ 10,000	\$ 5,230	\$ 1,064,230	\$ 110,978,325
APPROPRIATIONS									
Mayor/City Council	\$ 683,537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683,537
City Manager	3,699,926	-	-	75,000	-	-	-	75,000	3,774,926
City Clerk	411,036	-	-	-	-	-	-	-	411,036
City Attorney	765,619	-	-	-	-	-	-	-	765,619
Human Resources	3,583,353	-	-	250,000	-	-	5,230	255,230	3,838,583
Information Technology	4,387,953	-	-	-	-	-	-	-	4,387,953
Engineering	6,134,617	(102,500)	-	-	-	-	-	(102,500)	6,032,117
Fire/Rescue	19,153,841	-	-	300,000	-	-	-	300,000	19,453,841
Financial Services	3,719,914	-	-	-	-	-	-	-	3,719,914
Recreation & Parks	9,650,587	-	-	-	-	-	-	-	9,650,587
Police	30,631,948	-	-	100,000	245,000	-	-	345,000	30,976,948
Public Works	8,335,449	-	-	-	-	-	-	-	8,335,449
Planning & Development	2,758,297	-	-	-	-	-	-	-	2,758,297
Neighborhood & Business Services	1,493,176	-	-	10,000	-	-	-	10,000	1,503,176
OPEB	700,000	-	-	-	-	-	-	-	700,000
Contingency	40,000	-	-	-	-	-	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	-	-	(1,950,887)
Total Appropriations	\$ 94,198,366	\$ (102,500)	\$ -	\$ 735,000	\$ 245,000	\$ -	\$ 5,230	\$ 882,730	\$ 95,081,096
OTHER FINANCING SOURCES									
Transfers to Other Funds	\$ 15,715,729	\$ 102,500	\$ 69,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 181,500	\$ 15,897,229
Total Other Financing Sources	\$ 15,715,729	\$ 102,500	\$ 69,000	\$ -	\$ -	\$ 10,000	\$ -	\$ 181,500	\$ 15,897,229
Total Approp & Other Fin Sources	\$ 109,914,095	\$ -	\$ 69,000	\$ 735,000	\$ 245,000	\$ 10,000	\$ 5,230	\$ 1,064,230	\$ 110,978,325

Section II: 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	B.	Total Amend #11	2023-24 Budget per Amend #11
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,122,457	\$ -	\$ -	\$ 1,122,457
Transfer from General Fund	3,668,669	69,000	69,000	3,737,669
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	200,000	200,000	317,340
Transfer from PW Cap Proj Fund	74,870	-	-	74,870
Transfer from Occupancy Tax Reserve	572,900	-	-	572,900
Special Donations	2,082,755	-	-	2,082,755
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	971,573	-	-	971,573
Long Term Financing	8,729,235	-	-	8,729,235
Total Revenues	\$ 18,273,552	\$ 269,000	\$ 269,000	\$ 18,542,552
APPROPRIATIONS				
Water Sports Facility Project	\$ 306,325	\$ -	\$ -	\$ 306,325
Wildwood Park	11,191,321	-	-	11,191,321
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	72,900	-	-	72,900
Guy Smith Improvements	1,051,403	-	-	1,051,403
Greenfield Terrace	497,361	269,000	269,000	766,361
Elm Street Improvements	44,870	-	-	44,870
Transfer to Other Funds	423,082	-	-	423,082
Total Appropriations	\$ 18,273,552	\$ 269,000	\$ 269,000	\$ 18,542,552

Section III: Estimated Revenues and Appropriations, FEMA-Hurricane Project Fund, of Ordinance #17-002 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	B.	Total Amend #11	2023-24 Budget per Amend #11
ESTIMATED REVENUES				
North Carolina Division of Emergency Management	\$ 2,211,500	\$ -	\$ -	\$ 2,211,500
Transfer from General Fund	600	-	-	600
Appropriated Fund Balance	-	200,000	200,000	200,000
Total Revenues	\$ 2,212,100	\$ 200,000	\$ 200,000	\$ 2,412,100
APPROPRIATIONS				
City Property	\$ 473,248	\$ -	\$ -	\$ 473,248
Debris Removal	1,380,334	-	-	1,380,334
Transfer to Other Funds	358,518	200,000	200,000	558,518
Total Appropriations	\$ 2,212,100	\$ 200,000	\$ 200,000	\$ 2,412,100

Section IV: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	A.	E.	G.	Total Amend #11	2023-24 Budget per Amend #11
ESTIMATED REVENUES						
Special Fed/State/Loc Grant	\$ 18,400,000	\$ -	\$ -	\$ -	\$ -	\$ 18,400,000
Restricted Intergovernmental - NCDOT	190,000	-	-	-	-	190,000
Transfer from ARPA Fund	9,813,000	-	-	-	-	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	-	-	3,266,882
Transfer from Street Improvement Bond Fund	2,680,921	-	-	1,500,000	1,500,000	4,180,921
Transfer from Other Funds	2,661,022	-	-	-	-	2,661,022
Other In-kind Contributions	1,150,000	-	-	-	-	1,150,000
Transfer from General Fund	8,258,868	102,500	10,000	-	112,500	8,371,368
Transfer from Stormwater Utility	4,000,000	-	-	-	-	4,000,000
Sale of Property	1,433,040	-	-	-	-	1,433,040
Long Term Financing	8,642,053	-	-	-	-	8,642,053
Total Revenues	\$ 60,495,786	\$ 102,500	\$ 10,000	\$ 1,500,000	\$ 1,612,500	\$ 62,108,286
APPROPRIATIONS						
BUILD	\$ 48,574,006	\$ 382,500	\$ -	\$ -	\$ 382,500	\$ 48,956,506
Pavement Management Program	6,568,269	-	-	-	-	6,568,269
Employee Parking Lot	1,302,840	-	-	-	-	1,302,840
Ficklen Street Improvements	1,115,000	-	(875,000)	-	(875,000)	240,000
Dickinson Avenue Improvements	1,250,000	-	-	-	-	1,250,000
Mast Arm Project	325,000	(280,000)	-	-	(280,000)	45,000
4th Street Project	1,125,000	-	-	-	-	1,125,000
Traffic Safety Improvements	56,000	-	-	-	-	56,000
Arts District	-	-	885,000	-	885,000	885,000
North South Connector	-	-	-	1,500,000	1,500,000	1,500,000
Transfer to General Fund	179,671	-	-	-	-	179,671
Total Appropriations	\$ 60,495,786	\$ 102,500	\$ 10,000	\$ 1,500,000	\$ 1,612,500	\$ 62,108,286

Section V. Estimated Revenues and Appropriations. Street Improvement Bond Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	G.	Total Amend #11	2023-24 Budget per Amend #11
ESTIMATED REVENUES				
Bond Proceeds	\$ 16,712,848	\$ -	\$ -	\$ 16,712,848
Bond Premium	-	637,152	637,152	637,152
Transfer from PW Capital Projects	1,002,566	-	-	1,002,566
Appropriated Fund Balance	125,000	-	-	125,000
Total Revenues	\$ 17,840,414	\$ -	\$ 637,152	\$ 18,477,566
APPROPRIATIONS				
Other	\$ 5,600,000	\$ -	\$ -	\$ 5,600,000
Bond Resurfacing	755,919	-	-	755,919
Arlington Improvements	4,796,648	-	-	4,796,648
Eastside Greenway	239,407	-	-	239,407
Stations Rd/10th Street Connector	2,612,848	(862,848)	(862,848)	1,750,000
Sidewalk	312,854	-	-	312,854
West 5th	171,021	-	-	171,021
Safe Routes to School	198,556	-	-	198,556
Transfer to Greenways Fund	360,000	-	-	360,000
Transfer to Public Works Capital Projects	112,240	-	-	112,240
Transfer to Engineering Capital Projects	2,680,921	1,500,000	1,500,000	4,180,921
Total Appropriations	\$ 17,840,414	\$ 637,152	\$ 637,152	\$ 18,477,566

Section VI: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 10th day of June, 2024

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk