



## **Agenda**

### **Greenville City Council**

**August 5, 2024**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

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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.

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- I. Call Meeting To Order**
- II. Invocation - Council Member Matthew Scully**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

#### **VII. Consent Agenda**

1. Authorize execution of Confirmation Payment for Langston Farms, LLC regarding its obligation under previously entered Municipal Reimbursement Agreement
2. Opioid Litigation Resolution and Supplemental Agreement for Funds from Additional

Settlements of Opioid Litigation

3. Resolution authorizing the Interlocal Agreement with Pitt County (Pitt Area Transit System) relating to providing paratransit transportation services within the territorial jurisdiction of the City of Greenville
4. Contract award to TranSystems for Construction Engineering and Inspection Services associated with the Brightspeed Fiber Installation Project
5. Various Tax Refunds Greater Than \$100

**VIII. New Business**

6. Presentations by Boards and Commissions
  - a. Pitt-Greenville Airport Authority
7. Resolution Declaring 13 Vehicles and Equipment as Surplus and Authorization to Purchase 15 Replacement Vehicles and Equipment for Various City Departments
8. Budget Ordinance Amendment #1 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), the Occupancy Tax Fund (Ordinance #11-003), and the newly established Capital Project Management Fund

**IX. Review of August 8, 2024, City Council Agenda**

**X. City Manager's Report**

**XI. Comments from Mayor and City Council**

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 08/05/2024

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**Title of Item:** Authorize execution of Confirmation Payment for Langston Farms, LLC regarding its obligation under previously entered Municipal Reimbursement Agreement

**Explanation:** In 2006, the City entered into Municipal Reimbursement Agreements relating to the construction of the Thomas Langston Road Extension Project now known as Regency Boulevard. One of the Agreements was between the City of Greenville and Langston Farms LLC, a North Carolina limited liability company ("Langston Farms"; or "owner"), that provided for, among other things, a dedication to the City of right-of-way for the Thomas Langston Road Extension, now known as Regency Boulevard, the design and construction of the street improvements associated with the Thomas Langston Road Extension within the right-of-way of the Thomas Langston Road Extension dedicated by Langston Farms to the City, and the reimbursement by Langston Farms to the City of \$600,000.00 for the design and construction of the Thomas Langston Road Extension.

The Agreement dated September 30, 2008, (the "2008 Agreement"), between the City, Langston Farms, Tommie L. Little and Marilee M. Little ("Little"), and Greenville Properties of North Carolina, LLC, a North Carolina limited liability company ("Developer"), effected an amendment of the 2006 Agreement, and among the amendments to the 2006 Agreement was a reduction to the reimbursement owing by Langston Farms to the City from \$600,000.00 to \$255,879.50.

A request has been made to the City by a prospective purchaser of a portion of the Langston Farms real property (parcel ID #74014, approximately 1.95 acres of property located at the intersection of South Memorial Drive and Regency Boulevard) that abuts the Thomas Langston Road Extension, now known as Regency Boulevard, for confirmation that full payment of the \$255,879.50 reimbursement has been made.

City staff confirmed that payment was received from Langston Farms, LLC in full (\$255,879.50) in 2014, fulfilling its obligation under the agreement. City staff has no objection to this request.

**Fiscal Note:** There is no fiscal impact to the City.

**Recommendation:** The City Attorney's Office has confirmed with staff that Langston Farms LLC

has paid its debt referenced above and recommends approval of the "Confirmation of Payment" document attached. In addition, the City Manager or Mayor is authorized to sign any required documents supporting the above-referenced request.

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#### ATTACHMENTS

[Confirmation of Payment-Langston Farms 7.23.24..pdf](#)

**STATE OF NORTH CAROLINA**

**COUNTY OF PITT**

**CONFIRMATION OF PAYMENT**

THIS CONFIRMATION OF PAYMENT is made and executed by the City of Greenville, a municipal corporation organized pursuant to the laws of the State of North Carolina ("City").

**WITNESSETH**

WHEREAS, by Agreement dated June 28, 2006, and recorded in Deed Book 2143, Page 12, in the Office of the Register of Deeds of Pitt County, North Carolina (the "2006 Agreement"), the City and Langston Farms, LLC, a North Carolina limited liability company ("Langston Farms"), provided for, among other things, a dedication to the City of right-of-way for the Thomas Langston Road Extension, now known as Regency Boulevard, the design and construction of the street improvements associated with the Thomas Langston Road Extension within the right-of-way of the Thomas Langston Road Extension dedicated by Langston Farms to the City, and the reimbursement by Langston Farms to the City of \$600,000.00 for the design and construction of the Thomas Langston Road Extension; and,

WHEREAS, by Agreement dated September 30, 2008, and recorded in Book 2556, Page 93, in the Office of the Register of Deeds of Pitt County, North Carolina (the "2008 Agreement"), the City, Langston Farms, Tommie L. Little and Marilee M. Little ("Little"), and Greenville Properties of North Carolina, LLC, a North Carolina limited liability company ("Developer"), effected an amendment of the 2006 Agreement, and among the amendments to the 2006 Agreement was a reduction to the reimbursement owing by Langston Farms to the City from \$600,000.00 to \$255,879.50; and,

WHEREAS, the 2006 Agreement and the 2008 Agreement are hereinafter sometimes collectively referred to as the Agreement; and,

WHEREAS, a request has been made to the City by a prospective purchaser of a portion of the Langston Farms real property that abuts the Thomas Langston Road Extension, now known as Regency Boulevard, for confirmation that full payment of the \$255,879.50 reimbursement has been made; and,

WHEREAS, it has been confirmed by the City that the \$255,879.50 reimbursement owing to the City has been fully paid.

NOW, THEREFORE, the City does by its execution hereof confirm that the \$255,879.50 owing to it by Langston Farms pursuant to the Agreement for the design and construction of the street improvements associated with the Thomas Langston Road Extension, now known as Regency Boulevard, has been paid in full.

This the 5th day of August 2024.

CITY OF GREENVILLE

By: \_\_\_\_\_ (SEAL)  
P.J. Connelly, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Emanuel McGirt, City Attorney

NORTH CAROLINA  
PITT COUNTY

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

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 08/05/2024

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**Title of Item:** Opioid Litigation Resolution and Supplemental Agreement for Funds from Additional Settlements of Opioid Litigation

**Explanation:** In September 2021, the City Council authorized the City to opt into an Agreement to receive funding from a settlement of a lawsuit by the State of North Carolina, counties, and other government agencies against opioid manufacturers and pharmaceutical distribution companies.

The City has received notice from Attorney General Josh Stein regarding additional settlement funds available stemming from settlement with Kroger, which owns Harris Teeter supermarkets in North Carolina. As a result of this settlement, the North Carolina state and local governments receiving opioid settlement funds stand to receive an additional \$40 million above and beyond the roughly \$1.4 billion from previously approved opioid settlement and bankruptcy resolutions. As with prior opioid settlement, North Carolina will receive its full share of payments from the Kroger settlement only if all relevant local governments sign onto the agreement. The City has until August 12th, 2024 to sign onto the settlement as well as the supplement to the previously approved North Carolina Memorandum of Agreement ("MOA") on the allocation, use, and reporting of funds from opioid settlements. This MOA supplement is called the "Second Supplemental Agreement for Additional Funds from Additional Settlement of Opioid Litigation" or "SAAF-2" for short. Opting in requires adoption of a resolution by our governing body followed by a designated official signing onto the Kroger Settlement and SAAF-2 through an electronic sign-on process.

The City Attorney's Office recommends Council adopt the underlying Resolution and provide authorization for City Manager or Mayor to execute all documents necessary to enter into the opioid settlement.

**Fiscal Note:** There is no fiscal impact.

**Recommendation:** Approve the attached resolution and authorize the City Manager or Mayor to sign (physical or electronic signature) the attached Resolution, sign onto the Kroger Settlement and SAAF-2 through electronic process, and all other related documents involving receiving funding from the opioid settlement.

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ATTACHMENTS

Item #2.

**Kroger Opioid Settlement Draft Resolution.pdf**



**RESOLUTION NO. \_\_-24**

**RESOLUTION BY CITY OF GREENVILLE, NC  
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND  
APPROVING SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

**WHEREAS**, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

**WHEREAS**, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

**WHEREAS**, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

**WHEREAS**, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments to sign onto the settlements and SAAF-2 to demonstrate solidarity in response to the opioid overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

**WHEREAS**, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

**NOW, THEREFORE BE IT RESOLVED**, that the CITY OF GREENVILLE hereby authorizes the City Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

**SEAL**



# City of Greenville, North Carolina

Meeting Date: 08/05/2024

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**Title of Item:** Resolution authorizing the Interlocal Agreement with Pitt County (Pitt Area Transit System) relating to providing paratransit transportation services within the territorial jurisdiction of the City of Greenville

**Explanation:** Greenville Area Transit (GREAT) provides safe and reliable fixed-route bus service to residents and visitors of Greenville. GREAT contracts with Pitt County's Pitt Area Transit System (PATS) to provide complementary paratransit transportation services for passengers who are unable to access and ride GREAT buses due to a disability in the designated service area within 0.75 miles of a GREAT fixed bus route. An Interlocal Agreement with Pitt Area Transit will provide ADA passengers with curb-to-curb services to assist them in getting to their destination safely. PATS provides ADA services, at a minimum, during the same hours that GREAT operates fixed-route bus service. GREAT has partnered with PATS for over 20 years.

**Fiscal Note:** The City will pay PATS on a reimbursement basis for rides that begin and end within the designated service area. The reimbursement shall be based on the payment structure outlined in Section 2.b.iii. of the Interlocal Agreement. Funds are provided within the Transit Division budget with a FY 25 budget of \$375,000. This contract is reimbursed by the Federal Transit Administration's (FTA) 5307 fund, with a federal reimbursement of 80% of the total costs of this contract.

**Recommendation:** Approve the resolution authorizing the Interlocal Agreement with Pitt County (Pitt Area Transit System) relating to providing paratransit transportation services within the territorial jurisdiction of the City of Greenville, NC.

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## ATTACHMENTS

- [Resolution for Interlocal Agreement with Pitt County for Paratransit Services PATS 2024-2025.DOCX](#)
- [Fy25 Great Contract.pdf](#)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
APPROVING AN INTERLOCAL AGREEMENT WITH PITT COUNTY RELATING TO  
PROVIDING PARATRANSIT TRANSPORTATION SERVICES WITHIN THE  
TERRITORIAL JURISDICTION OF THE CITY OF GREENVILLE, NC

**WHEREAS**, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers the City of Greenville and the County of Pitt to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

**WHEREAS**, the City desires assistance with paratransit transportation services in a defined geographic region;

**WHEREAS**, the County possesses the expertise, equipment, commercial vehicles, and experience to assist the City in such capacity; and

**WHEREAS**, North Carolina General Statute § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and Pitt County be and is hereby approved, said Agreement relating to Pitt County providing paratransit transportation services within the territorial jurisdiction of the City of Greenville, NC.

**BE IT FURTHER RESOLVED** by the City Council of the City of Greenville that the City Manager be and is hereby authorized to execute the aforementioned Interlocal Agreement for and on behalf of the City of Greenville.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN PITT COUNTY  
PITT COUNTY AREA TRANSIT SYSTEM (PATS)  
AND  
CITY OF GREENVILLE, NC  
GREENVILLE AREA TRANSIT (GREAT) BUS SYSTEM**

**THIS AGREEMENT** is made and entered into this date, \_\_\_\_\_, by and between Pitt County, a political subdivision of the State of North Carolina, (hereinafter referred to as the “County”) and City of Greenville, NC, a municipal corporation of the State of North Carolina, (hereinafter referred to as the “City”).

**WITNESSETH:**

**WHEREAS**, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers the City of Greenville and Pitt County to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

**WHEREAS**, the City desires assistance with paratransit transportation services in a defined geographic region; and

**WHEREAS**, the County possesses the expertise, equipment, commercial vehicles and experience to assist the City in such capacity; and

**WHEREAS**, North Carolina General Statute § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

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

1. Recitals and Purpose. The Recitals are incorporated into this Agreement, and the purpose of this Agreement is to establish the terms and conditions under which the County will provide paratransit transportation services for the City. This will allow, among other things, for the City to rely on the expertise and experience of the County to provide transportation assistance.
2. Responsibilities of the Parties.
  - a. Pitt County agrees to:

- i. Provide paratransit transportation as a fixed-route service for eligible clients, as further described in Exhibit A attached hereto and incorporated by reference.
  - ii. Invoice the City within thirty (30) days of the end of each month for transportation services provided pursuant to this Agreement. Such an invoice shall include reports and data, as required in Exhibit A.
  - iii. County shall take all steps and actions necessary to achieve the purposes of this Agreement.
- b. City of Greenville, NC agrees to:
- i. Review client applications for services for eligibility and approval.
  - ii. Provide County with the identified service area.
  - iii. Pay County monthly for each ride rendered under this Agreement, at a rate of eighteen dollars and zero cents (\$18.00) per ride *less* the supplemental fare payment paid by the City's client. The City's client will be responsible for the supplemental fare payable to County which is equal to two times the current "Regular One-Way" bus fare for fixed-route bus service. For example, if the "Regular One-Way" bus fare is one dollar and twenty-five cents (\$1.25), the supplemental fare payable to the County by the City's client is two dollars and fifty cents (\$2.50), with City paying the remaining fifteen dollars and fifty cents (\$15.50), for a combined rate of eighteen dollars and zero cents (\$18.00) per ride. However, if City is operating its fixed-route service without charging a fare ("fare-free), the City shall pay County a flat rate of eighteen dollars and zero cents (\$18.00) per ride rendered under this Agreement.
  - iv. Remit payment for undisputed amounts to the County within 45 days upon receipt and review of an invoice and report for services rendered during the invoice period.
  - v. City shall take all steps and actions necessary to achieve the purposes of this Agreement.

3. Termination for Convenience. The County or the City may terminate this Agreement without cause at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. If the Agreement is terminated as provided herein, the County will be paid for all services performed upon receipt and review by the City of an invoice and reports, as required herein.

4. Termination for Cause. The County or the City may immediately terminate this Agreement with cause in the event of a breach of the terms of this Agreement by providing written notice from the terminating party to the non-terminating party. In that event, County and the City reserve all rights and remedies available to it under the applicable laws and regulations with respect to this Agreement.

5. Term. This Agreement shall commence on the date written above and shall continue through June 30, 2025.

6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that the City is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees.

9. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

10. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

11. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County:

Attn: County Manager  
1717 West 5<sup>th</sup> Street  
Greenville, NC 27834

City of Greenville, NC:

Attn: City Manager  
200 W. 5<sup>th</sup> Street  
Greenville, NC 27834

Each party shall keep the other party informed of its current address at all times.

12. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party. The City agrees that it will comply with all applicable federal, state and local laws, rules, regulations, and ordinances in addition to those specifically noted herein.

13. Modification. This Agreement may only be modified in writing and executed by both parties.

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

15. Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

- a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.
- b. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.
- c. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

16. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, pandemics, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw



materials or requirements or regulations of the United States government or any other civil or military authority.

17. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

18. Dispute Resolution. In the event of a conflict or default that might arise for matters associated with this Agreement, the parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Pitt County, North Carolina.

19. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

20. Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

21. Nondiscrimination. County, 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 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

22. Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

23. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

24. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

26. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the undersigned hereby certifies that the City named herein, and the City's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

*[Signatures on following page]*

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

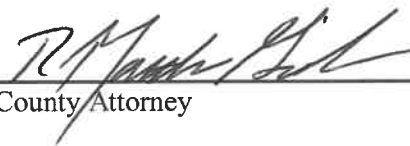
Pitt County:

By: 

City of Greenville, NC:

By: \_\_\_\_\_

Approved as to form

  
County Attorney

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

  
Finance Officer

Approved as to form

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Finance Officer

**EXHIBIT A**

County shall provide the following services:

1. Paratransit transportation services to clients approved for eligibility by the City within the identified service area and hours of operation provided by the City.
2. Submit monthly invoices for services rendered during the invoice period.
3. Collect data and maintain reports of detailed information regarding each service rendered, including, but not limited to, data identified in the chart below, for inclusion with each invoice submitted for payment.

DATE	TRIP	RIDER	FROM (Address)	TO (Address)	TIME of Pick- Up	TIME of Drop- off	Miles	Hours	Fare Total

4. Reports shall, at minimum, include the following:
  - a. No Show Report – A report of rides booked by City clients with details of rides not taken by a client at the time of service (“no show”) or not canceled by the client by the required cancellation deadline.
  - b. Ride Detail Report – A report of all rides booked by City clients with details on each client’s rides during that month, including origination and destination locations, begin and end odometer, distance, and duration of service.
  - c. Detail Billing Report - A report of all rides booked by City clients with details on each client’s rides during that month, including origination and destination locations, if the client ride was determined a “no show” or “not ready”, and/or if an escorted rider was included in the booking.

**PITT COUNTY RESOLUTION  
AUTHORIZING INTERLOCAL AGREEMENT  
WITH THE CITY OF GREENVILLE AND GREENVILLE AREA TRANSIT (GREAT)  
BUS SYSTEM**

**WHEREAS**, Pitt County has the power, pursuant to North Carolina General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to enter into contracts or agreements with any one or more other units of local government in this State to execute any undertaking; and

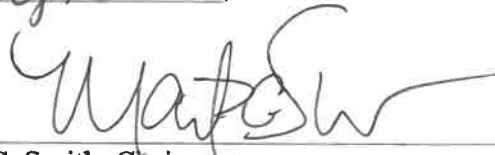
**WHEREAS**, Pitt County proposes to enter into an Agreement with the City of Greenville to provide the City of Greenville with paratransit transportation services for eligible clients as further described in the agreement.

**WHEREAS**, Pitt County Board of County Commissions must ratify by resolution any contract or agreement entered into pursuant to North Carolina General Statute §160A-461;

**NOW, THEREFORE**, be it

**RESOLVED**, by the Pitt County Board of Commissioners that the County Manager is authorized to enter into an agreement with the City of Greenville to provide the City of Greenville with paratransit transportation services for eligible clients as further described in the interlocal agreement.

Approved this the 22<sup>nd</sup> day of July, 2024.



\_\_\_\_\_  
Mark C. Smith, Chairman  
Pitt County Board of Commissioners

ATTEST:

Kimberly W. Hines  
Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2023

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

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

<b>PRODUCER</b> Surry Insurance P. O. Box 128  Dobson NC 27017-0128		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (336) 386-8228 FAX (A/C, No): (336) 386-4661 E-MAIL ADDRESS:	
<b>INSURED</b> Pitt County Government Pitt Area Transit 1717 West Fifth Street Greenville NC 27834		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Argonaut Great Central Insurance Company	<b>NAIC #</b> 19860
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER:			4637269	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4637297	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Medical Payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4637297	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> North Carolina Department of Transportation 1501 Mail Service Center  Raleigh NC 27699-1501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Greenville, North Carolina

Meeting Date: 08/05/2024

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**Title of Item:** Contract award to TranSystems for Construction Engineering and Inspection Services associated with the Brightspeed Fiber Installation Project

**Explanation:** The City recently advertised for construction inspection services associated with the Brightspeed project. These services are anticipated to include daily inspections associated with road, sidewalk, and right-of-way repair, adherence to approved traffic control plans, issues management, utility mark-out coordination, and other activities associated with the installation of 1 million feet of underground fiber associated with Brightspeed.

The City advertised a Request for Qualifications (RFQ) for construction, engineering, and inspection as well as materials testing on April 24, 2024, with a due date of May 17, 2024. Two firms submitted responses to the RFQ. These firms were as follows:

1. TranSystems
2. Gannett Fleming

City staff from the Public Works Department and the City Manager's Office reviewed these submissions based on the following criteria:

- Completeness of Response to RFQ
- Applicable Previous Experience of firm or team proposed
- Qualifications of individuals proposed for the duties, and
- Project Management Methods or Processes Proposed

The most qualified firm in response to this RFQ was determined to be TranSystems. TranSystems, formerly SEPI, Inc. has recently served as our inspection team for the Metronet project from 2021 until early 2024. They also have prior fiber installation experience with the Google Fiber project within the cities of Durham and Charlotte. These projects were the most similar to the work that will be performed within the City limits.

The scope of services associated with this CEI contract will include:

1. Observing Brightspeed installation of the conduit as part of the fiber installation
2. Verifying that Brightspeed's installation of fiber conforms with agreements between the City and Brightspeed
3. Standard proctor value on the subgrade

4. In-place density testing on the subgrade in accordance with NCDOT protocols
5. In-place density testing on the aggregate base in accordance with NCDOT protocols
6. Monitor sedimentation and erosion control devices and document revisions
7. Monitor traffic control plans for compliance with submitted and approved plans
8. Monitor utility conflicts and relocations
9. Inspect asphalt repair/laydown operations
10. Inspect sidewalk and ROW repairs are in conformance with City/NCDOT standards as well as COG/ Brightspeed agreements
11. Maintain project documentation in accordance with minimum City of Greenville and, where applicable, NCDOT standards
12. Provide project closeout.

TranSystems will provide construction inspection services over the duration of the project. TranSystems will provide construction technicians, a project manager, and senior engineer as directed by the City, with a not-to-exceed amount of \$500,000.

**Fiscal Note:** Funding for CEI consultant services associated with the installation of Brightspeed fiber will be from the Fund Balance.

**Recommendation:** Staff recommends authorizing a contract for CEI services associated with the Brightspeed fiber installation project to TranSystems in the amount not to exceed \$500,000.

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#### ATTACHMENTS

- [2024 GREENVILLE BRIGHTSPEED CEI CMT TOTAL COST WORK SHEET.pdf](#)
- [1196694-COG-Agreement\\_for\\_CEI\\_Services\\_Brightspeed.pdf](#)



**2024 - Greenville Brightspeed CEI - 7.11.24**

<b>Task Order</b>	<b>Description</b>	<b>Admin Technician (\$90/hr)</b>	<b>Project Manager (\$150/hr)</b>	<b>Senior Project Engineer (\$250/hr)</b>	<b>Resident Project Rep IV (\$125/hr)</b>
<b>1.0</b>	<b>Contract Inspection Services</b>				1040
1.1	Perform Construction Observation				
1.2	Review Construction Progress and Provide Reports				
1.3	Verify Contractor Quantities				
<b>2.0</b>	<b>Contract Administration Services</b>				
2.1	Preconstruction Conference		24		
2.2	Submittals-Document control				
2.3	Permit Process Review				
2.4	Technical Support (office environmental, roadway, utility, materials testing and sampling, and general civil engineering)		60		
2.5	Field Visits for Technical Support/Progress Meetings/Audits		400		
2.6	Utility Review				
2.7	Issues Management		52	40	
<b>3.0</b>	<b>Construction Materials Laboratory Testing</b>				
	Materials Testing and Precast Component Inspection				
<b>4.0</b>	<b>Construction Closeout Services</b>				
4.1	Final Inspection/Punch List				
4.2	Project Close Out				
4.3	Warranty Review & Follow Up				
		\$0.00	\$80,400.00	\$10,000.00	\$130,000.00

Task	Estimated Budget
Resident Project Representative Services	\$421,200
Construction Support Services	\$0
Construction Management	\$80,400
Construction Materials Testing	\$10,000
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$511,600</b>



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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## TABLE OF CONTENTS

**Page**

ARTICLE 1 – SERVICES OF ENGINEER .....	111111112
1.01 Scope .....	111111112
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	2
2.01 General .....	2
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement .....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS .....	222222223
4.01 Invoices .....	222222223
4.02 Payments .....	333333333
ARTICLE 5 – OPINIONS OF COST .....	333333333
5.01 Opinions of Probable Construction Cost .....	333333333
5.02 Designing to Construction Cost Limit .....	333333334
5.03 Opinions of Total Project Costs .....	444444444
ARTICLE 6 – GENERAL CONSIDERATIONS .....	444444444
6.01 Standards of Performance .....	444444444
6.02 Design Without Construction Phase Services .....	555555555
6.03 Use of Documents .....	666666666
6.04 Insurance .....	777777777
6.05 Suspension and Termination .....	777777778
6.06 Controlling Law .....	999999999
6.07 Successors, Assigns, and Beneficiaries.....	999999999
6.08 Dispute Resolution.....	101010101010101010
6.09 Environmental Condition of Site.....	101010101010101010
6.10 Indemnification and Mutual Waiver .....	111111111111111111
6.11 Miscellaneous Provisions .....	111111111111111111
ARTICLE 7 – DEFINITIONS.....	1212121212121212
7.01 Defined Terms .....	1212121212121212
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	1515151515151515
8.01 Exhibits Included .....	1515151515151515
8.02 Total Agreement .....	1515151515151516
8.03 Designated Representatives.....	1616161616161616
8.04 Engineer's Certifications.....	1616161616161616
8.05 E-Verify Compliance.....	16
8.06 Iran Divestment Act Certification.....	16



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

\_\_\_\_\_  
TranSystems Corporation (“Engineer”).

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

Construction Engineering and Inspection Services to the City of Greenville, NC for a period of 2 years from the effective date of the Agreement for work associated with the installation of fiber as part of the BRIGHTSPEED project, which may be extended for an additional year by the Owner, in its sole discretion.  
\_\_\_\_\_  
("Project").

\_\_\_\_\_  
Engineer's Services under this Agreement are generally identified as follows:

Scope of services will include Construction Management; Construction Administration and material verification associated with the BRIGHTSPEED fiber installation project, performed to City of Greenville (COG) standards, and where applicable under or to NCDOT encroachment specifications.  
\_\_\_\_\_  
\_\_\_\_\_

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. 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**

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**

*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 45 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer may be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth 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*

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*

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*

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 shall 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 provided to Engineer in writing. 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*

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. Engineer shall deliver 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:

- a. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - b. 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. 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. For the purpose of this agreement, where "Engineer" is written, it shall mean "Architect".
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.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

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

### 8.02 *Total Agreement:*

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

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

8.05 *E-Verify Compliance:*

The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Engineer furnishes services, programs or goods to the owner utilizing a subcontract, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Engineer represents that the Engineer and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8.06 *Iran Divestment Act Certification:*

The Engineer 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 Engineer shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

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:  
TranSystems Corporation

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

By: \_\_\_\_\_

By: Neil Lassiter

Title: Mayor

Title: Sr. Vice President , CEI Director

Date \_\_\_\_\_

Date 7.18.24

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Engineer License or Firm's F-0453

Certificate No. \_\_\_\_\_

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

1 Glenwood; Suite 600

Greenville, NC

Raleigh, NC 27603

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Kevin Mulligan

Neil Lassiter

Title: Public Works Director

Title: Sr. Vice President , CEI Director

Phone Number: 252-329-4520

Phone Number: 919-747-5840

Facsimile  
Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-Mail Address: [kmulligan@greenvillenc.gov](mailto:kmulligan@greenvillenc.gov)

E-Mail Address: [nlassiter@transystems.com](mailto:nlassiter@transystems.com)

APPROVED AS TO FORM:

-----  
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

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Byron Hayes, CPA, Director of Financial Services

\*Various accounts utilized based on projects\*



## **Engineer's Services**

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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**

- A 1.01 This contract is for inspection services for two years from the effective date of the agreement. The Owner, in its sole discretion, may extend this period for an additional year by providing notice of the extension to the Engineer in writing. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

Scope of services will include Construction management; Construction administration and Material verification associated with this project, performed to City of Greenville (COG) standards, and where applicable under or to NCDOT encroachment specifications.

This will include, at a minimum, the following:

- Observing BRIGHTSPEED installation of conduit as part of the fiber installation
- Verifying that BRIGHTSPEED's installation of fiber conforms with agreements between City and METRONET
- Standard proctor value on the subgrade
- In-place density testing on the subgrade in accordance with NCDOT protocols
- In place density testing on the aggregate base in accordance with NCDOT protocols
- Monitor sedimentation and erosion control devices and document revisions
- Monitor traffic control plans for compliance with submitted and approved plans
- Monitor utility conflicts and relocations
- Inspect asphalt repair/laydown operations
- Inspect sidewalk and ROW repairs are in conformance with City/NCDOT standards as well as COG/BRIGHTSPEED agreements
- Maintain project documentation in accordance with minimum City of Greenville and where applicable, NCDOT standards
- Provide project closeout.

Engineer's personnel are to have all equipment necessary to conduct their work in their possession at all times. All equipment should be well maintained, recently calibrated, and in good working order. Engineer will provide appropriate vehicle for requirements of project. Engineer will provide reliable computer with WIFI capability. Engineer's construction technician shall inspect construction phases for roadway/structure construction projects under the supervision of the construction project manager, or other supervisory personnel.

Engineer's construction technician shall act and make decisions independently for routine project issues and to foster partnering relationships with the City, contractors, general public, or other project stakeholders.

Engineer's construction technician will monitor the work of BRIGHTSPEED contractors to ensure quality control and contractor compliance of moderate complexity. The inspector should be flexible in his responsibilities and will use the direction of the Project Manager and COG to incorporate plan changes and/or non-conformance of the contractor.

Engineer's construction technician shall maintain daily work diaries and other project documentation. Engineer's construction Project Manager's function shall be to manage the assigned elements of the construction project to assure quality of the contractor's compliance with the approved plans and contract documents. Where needed, Engineer may conduct preconstruction meetings, conduct weekly progress meetings, prepare reports, manage project personnel staffing, project inspection, and contract administration.

#### A1.02 General Administration

- a) Project construction administration will be directed by the COG
- b) Engineer shall take direction from COG on schedule
- c) Engineer shall coordinate necessary contractor communications with COG Inspection Project Manager
- d) Engineer shall invoice time based upon time on the project and performing duties associated with COG project.
- e) Engineer will observe and inspect project per project contract, plans, permits, COG and where applicable, NCDOT Standards and Specifications.

#### A1.03 Project Quantities

- a) Engineer will follow design plans (and any field plan revisions) to monitor routing and where necessary calculate quantities and document material received in accordance with City of Greenville standard practices.
  - b) Project Special Provisions – Engineer will observe and interpret the project special provisions for this project using the most current revisions in the contract document.
  - c) Engineering Review – Engineer will review contractor field installation procedures.
  - d) Permit Review – COG will review and approve BRIGHTSPEED permit applications for fiber optic cable installation. Engineer will familiarize themselves with approved permit applications so that they are adhered to during BRIGHTSPEED fiber/conduit installations.
- Construction Engineering and Inspection Services:

#### A1.04 Daily Inspection

- a) Engineer will observe daily operations of BRIGHTSPEED per City standards and specifications.
- b) Engineer shall document daily operations of BRIGHTSPEED per COG standards and specifications, and in accordance to the NCDOT Construction Manual with the approved daily report form. All needed forms will be identified prior to project to ensure correct documentation is used.
- c) Materials Received – Engineer will record all material received per NCDOT standards specifications and in accordance to the NCDOT Construction Manual, unless otherwise noted.
- d) Maintain Pay Record Book – Engineer will record and document any pay items per COG and NCDOT standards, specifications, and the NCDOT Construction Manual, unless otherwise noted.

- e) Subgrade Evaluation – Engineer will observe and inspect subgrade operations, including density tests.
- f) Material Testing - where appropriate and identified by scope/City, Engineer will provide field testing per City/NCDOT standards and specifications and within frequencies specified in the NCDOT Minimum Sampling Guide. All testing technicians assigned to this project shall be certified by NCDOT.

A1.05 QA/QC process

- a) Engineer's Project Manager will conduct project inspections to ensure compliance and quality of work.
- b) On-Site PM Review - This will be done as needed for a documentation review
- c) Coordination with job progress will be part of the QC process.
- d) Weekly Progress Meetings will be held with COG, BRIGHTSPEED, and other stakeholders.

2. Other City Services:

City, through its City Manager, Assistant City Manager, Director of Public Works may authorize the consultant to perform such selected services on an as needed basis.

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

## **Owner's Responsibilities**

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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.

(Exhibit B – Owner's Responsibilities)

- 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.

(Exhibit B – Owner’s Responsibilities)

This is **EXHIBIT C**, consisting of \_\_ 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-2: Negotiated Lump Sum**

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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 – negotiated lump sum for each task order*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

- ~~1. A negotiated lump sum for each task order issued to the Engineer.~~
- ~~2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$750,000 without going to City Council for an increase in authorization level, based on the following estimated distribution of compensation:~~
  - ~~a. Study and Report Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~b. Preliminary Design Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~c. Final Design Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~d. Bidding or Negotiating Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~e. Construction Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~f. Post Construction Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
- ~~3. 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 estimated compensation amount unless approved in writing by Owner. See also C2.03.C2 below.~~
- ~~4. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.~~
5. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billings class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.

Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Lump Sum Method of Payment

Position Class	Rate (\$/hour)
Project Manager	\$150
Sr Project Engineer	\$250
Resident Project Inspector IV	\$125
Resident Project Inspector III	\$100
Resident Project Inspector I	\$90

~~6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

~~C2.02 Compensation For Reimbursable Expenses~~

~~B. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~

~~C. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, of authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

~~D. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor or \_\_\_\_\_.~~

~~C2.03 Other Provisions Concerning Payment~~

~~E. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor or \_\_\_\_\_.~~

~~F. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~



G. *Estimated Compensation Amounts:*

- ~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount when such services are completed. If Owner decides not suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.~~

H. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

~~[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]~~

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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

#### ~~D1.01 Resident Project Representative~~

- ~~I. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.~~
- ~~J. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.~~
- ~~K. The duties and responsibilities of the RPR are as follows:
  - ~~1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer 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 Engineer.~~
  - ~~2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.~~
  - ~~3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.~~
  - ~~4. *Liaison:*~~~~

- a. ~~Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.~~
  - b. ~~Assist Engineer 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.~~
5. ~~Interpretation of Contract Documents:~~ Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. ~~Shop Drawings and Samples:~~
- a. ~~Record date of receipt of Samples and approved Shop Drawings.~~
  - b. ~~Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~
  - c. ~~Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.~~
7. ~~Modifications:~~ Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. ~~Review of Work and Rejection of Defective Work:~~
- a. ~~Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
  - b. ~~Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.~~
9. ~~Inspections, Tests, and System Start ups:~~
- a. ~~Consult with Engineer 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 Engineer appropriate details relative to the test procedures and systems start-ups.~~
- ~~d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.~~

~~10. *Records:*~~

- ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~
- ~~c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- ~~d. Maintain records for use in preparing Project documentation.~~
- ~~e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~

~~11. *Reports:*~~

- ~~a. Furnish to Engineer 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 Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.~~
- ~~c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.~~
- ~~d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.~~

~~12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to~~

~~Engineer, 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.~~

~~13. *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 Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~

~~14. *Completion:*~~

- ~~a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.~~
- ~~b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.~~
- ~~c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

~~L. Resident Project Representative shall not:~~

- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in this Agreement.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.~~
- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.~~
- ~~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 Engineer.~~
- ~~7. Accept shop drawing or sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~

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

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

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To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

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

## **Construction Cost Limit**

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Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

### *F5.02—Designing to Construction Cost Limit*

- ~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$\_\_\_\_\_.~~
- ~~B. A bidding or negotiating contingency of \_\_\_\_\_ percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~



## **Insurance**

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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:                                       | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit:                               | <u>\$1,000,000</u> |
| 3) Disease, Each Employee:                              | <u>\$1,000,000</u> |
| c. General Liability --                                 |                    |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate:                                   | <u>\$2,000,000</u> |

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.

- |                                                    |                    |
|----------------------------------------------------|--------------------|
| d. Professional Liability --                       |                    |
| 1) Each Claim Made                                 | <u>\$1,000,000</u> |
| 2) Annual Aggregate                                | <u>\$2,000,000</u> |
| e. Commerical Automotive Liability (if applicable) | <u>\$1,000,000</u> |

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

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 H**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

**[NOTE TO USER: Select one of the two alternatives provided]**

### ~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by *[insert name of mediator, or mediation service]*. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

[or]

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[here insert the name of a specified arbitration service or organization]* rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$\_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$\_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$\_\_\_\_\_ (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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

## Limitations of Liability

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Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

*A. Limitation of Engineer's Liability*

**[NOTE TO USER: Select one of the three alternatives listed below for 16.10 A.1]**

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ \_\_\_\_\_ [or]~~

1. ~~Engineer's Liability Limited to the Amount of \$ \_\_\_\_\_: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ \_\_\_\_\_.~~

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~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]**~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~**[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]**~~

~~**[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ \_\_\_\_\_."]**~~

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~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]**~~

3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement~~

~~(“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_\_\_% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

~~***[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]***~~

~~Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

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~~***[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]***~~

- ~~A. B. *Indemnification by Owner:* 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) 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 Owner or Owner’s officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~





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

**Special Provisions**

Paragraph(s) \_\_\_\_ of the Agreement is/are amended to include the following agreement(s) of the parties:

E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

\*\*\*\*\*

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

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

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina City of \_\_\_\_\_

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

day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
\_\_\_\_\_

Notary Public

|||  
(Affix Official/Notarial Seal)  
|||

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. \_\_\_\_\_**

1. *Background Data:*

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

2. *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: \_\_\_\_\_

h



# City of Greenville, North Carolina

**Meeting Date: 08/05/2024**

**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>
Ward, Elizabeth Blair	Registered Motor Vehicle	502.94
Pearsall, Gregory David	Registered Motor Vehicle	330.17
Sonderland, Paul Robert	Registered Motor Vehicle	325.66
Wallace, Doris Yolanda	Registered Motor Vehicle	320.65
Mosley, Ashley Renee	Registered Motor Vehicle	295.88
Dixon, Travis Taylor	Registered Motor Vehicle	282.14
Mcneil, Gerald Coleman	Registered Motor Vehicle	280.03
Jones, Rocky Ray	Registered Motor Vehicle	273.33
Tugwell, Danny Wade	Registered Motor Vehicle	261.32
Whitley, David Ray	Registered Motor Vehicle	220.09
Fairbrother, Caroline Cutts	Registered Motor Vehicle	194.42
Evans, Tammy Gaskins	Registered Motor Vehicle	186.15
King, Mark Wayne	Registered Motor Vehicle	182.91
Pham, Nhat Quang Dao	Registered Motor Vehicle	181.20
Pruitt, Claude Lee Jr	Registered Motor Vehicle	178.11
Hernandez, Zorayda	Registered Motor Vehicle	174.65
Alston, Paul Perry	Registered Motor Vehicle	169.87
Jefferson Group Inc	Registered Motor Vehicle	159.56
Gans, Matthew Aaron	Registered Motor Vehicle	158.59
Bland, Wendy Whitehurst	Registered Motor Vehicle	142.87
Walden, Christine Martin	Registered Motor Vehicle	135.01
Ellisor, Ashley Nicole	Registered Motor Vehicle	133.20
Tucker, Elizabeth	Registered Motor Vehicle	128.07

Harris, Dylan Lloyd	Registered Motor Vehicle	118.20
Jordan, Ashby Todd	Registered Motor Vehicle	115.21
Taggart, Olivia Lynn	Registered Motor Vehicle	110.09
Little, Donald Terrell	Registered Motor Vehicle	105.87
Anderson, James Christopher	Registered Motor Vehicle	104.87
Montgomery, Debra Ann	Registered Motor Vehicle	104.80
Dominguez, Armida Hernandez	Registered Motor Vehicle	103.31
Williamson, Dexter Harold	Registered Motor Vehicle	101.91
Lewis, Ashley Dunn	Individual Property Taxes	728.97
Council, Latricia Rachelle	Individual Property Taxes	610.79
Buter, Mistie	Individual Property Taxes	192.42
Garcia Lopez, Fyor De Liz	Individual Property Taxes	143.95

**Fiscal Note:** The total amount refunded is \$7,757.21

**Recommendation:** Approval of taxes refunded by City Council

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# City of Greenville, North Carolina

Meeting Date: 08/05/2024

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**Title of Item:** Presentations by Boards and Commissions

a. Pitt-Greenville Airport Authority

**Explanation:** The City Council's advisory boards make annual presentations to the City Council. The City Council will hear presentations from the following boards:

- Pitt-Greenville Airport Authority

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Hear presentation from the Pitt-Greenville Airport Authority.

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# City of Greenville, North Carolina

Meeting Date: 08/05/2024

**Title of Item:** Resolution Declaring 13 Vehicles and Equipment as Surplus and Authorization to Purchase 15 Replacement Vehicles and Equipment for Various City Departments

**Explanation:** The Public Works Department has determined the 13 vehicles/equipment listed above are surplus after being replaced. The vehicles/equipment will be removed from the fleet, and staff is requesting that City Council declare these items as surplus and authorize the sale of the vehicles via GovDeals, the City’s online auction service. All assets are obsolete, experiencing multiple repairs, and/or beyond their useful lives.

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

Asset No.	Year	Manufacturer	Model	Serial Number	Description
10021	2016	FORD	EXPLORER-PD	1FM5K8AT1GGC51842	SUV
10055	2016	FORD	EXPLORER	1FM5K8AT6GGC51836	SUV
10094	2017	FORD	EXPLORER-PD	1FM5K8AT7HGB34476	SUV
10204	2018	FORD	EXPLORER-PD	1FM5K8ATXJGB48376	SUV
6701	2008	FORD	F250-XL	1FTNF20508EC00564	PICKUP TRUCK
7036	2011	FREIGHTLINER	M2-106 HYBRID	1FVACXDT3BDAW8028	BUCKET TRUCK
8016	2011	CASE	580SNX	JJGN58SNJBC542940	BACKHOE
8085	2013	FORD	TAURUS-POLICE I	1FAHP2MT8DG126964	SEDAN
8103	2013	FORD	F150-XL	1FTFX1CT5DKD29286	PICKUP TRUCK
8252	2014	FORD	F150	1FTFX1CT1EKF56234	PICKUP TRUCK
8255	2015	FREIGHTLINER	114SD	1FVHG3CY0FHGC7392	SEWER TRUCK

8276	2015	FORD	EXPLORER- PD	1FM5K8AT5FGB41830	SUV
5814	2004	CHEVROLET	SILVERADO	1GCEK14V94Z248454	PICKUP TRUCK

The Public Works Department is requesting the purchase of 15 replacement vehicles and/or equipment for various City departments at a cost of \$3,577,000.00. The replacement vehicles/equipment will be funded utilizing monies available in the FY 2025 Vehicle Replacement Funds. These vehicles and equipment have met the replacement criteria set by the City Replacement program. These items will be purchased through the following contracts:

NC-Department of Administration Contracts, NC Sheriff's Association Contracts, Sourcewell Contracts, and Bid Procurement/Bid Request for Departments/Divisions:

Building & Grounds:

(1) Altec Bucket Truck – Replacing # 7036

Fire / Rescue:

(1) EMS Ultramatic Ambulance – Replacing # 10168

(1) Pierce Pumper Fire Truck – Replacing # 8222

(Both of these units will become reserve units in the event the frontline units are being serviced)

Fleet:

(1) Ford F-350 Utility Body – Replacing # 6701

Parks & Recreation:

(1) Ford F-150 Pickup – Replacing # 5814

Police:

(6) Ford Explorer SUVs – Replacing #'s 10021, 10094, 10055, 8085, 8276, 10204

(2) Ford F-150 Pickups – Replacing #'s 8103 and 8252

Streets Stormwater:

(1) VacCon Pipe Truck – Replacing # 8255

Streets:

(1) Cat 420XE Backhoe – Replacing # 8016

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

**Fiscal Note:**

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



General Fund: \$2,927,000.00  
Storm Water Fund: \$650,000.00

**Recommendation:** City Council (1) approve the resolution declaring the 13 vehicles/equipment being replaced as surplus and authorizes the Financial Services Manager to proceed with the sale of the vehicles via electronic auction and (2) authorize the purchase of the 15 vehicles/equipment as listed using the Vehicle Replacement Fund.

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#### ATTACHMENTS

- [COG-#1196535-v1-RESOLUTION\\_-\\_DECLARING\\_13\\_VEHICLES\\_&\\_EQ\\_SURPLUS-  
\\_AGENDA\\_ITEM\\_-\\_8-5-24\\_MEETING.docx](#)
- [FY25 VRF #1 \(V2\).pdf](#)

RESOLUTION NO. \_\_\_\_\_ - 24  
 RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS  
 AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

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

Asset #	Year	Manufacturer	Model	Serial Number	Description
10021	2016	FORD	EXPLORER-POLICE	1FM5K8AT1GGC51842	SUV
10055	2016	FORD	EXPLORER	1FM5K8AT6GGC51836	SUV
10094	2017	FORD	EXPLORER-POLICE	1FM5K8AT7HGB34476	SUV
10204	2018	FORD	EXPLORER-POLICE	1FM5K8ATXJGB48376	SUV
6701	2008	FORD	F250-XL	1FTNF20508EC00564	PICKUP TRUCK
7036	2011	FREIGHTLINER	M2-106 HYBRID	1FVACXDT3BDAW8028	BUCKET TRUCK
8016	2011	CASE	580SNX	JJGN58SNJBC542940	BACKHOE
8085	2013	FORD	TAURUS-POLICE I	1FAHP2MT8DG126964	SEDAN
8103	2013	FORD	F150-XL	1FTFX1CT5DKD29286	PICKUP TRUCK
8252	2014	FORD	F150	1FTFX1CT1EKF56234	PICKUP TRUCK
8255	2015	FREIGHTLINER	114SD	1FVHG3CY0FHGC7392	SEWER TRUCK
8276	2015	FORD	EXPLORER-POLICE	1FM5K8AT5FGB41830	SUV
5814	2004	CHEVROLET	SILVERADO	1GCEK14V94Z248454	PICKUP TRUCK

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by electronic auction to the highest bidder the above-listed property; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above-listed property is hereby declared as surplus, and the Financial Services Manager is hereby authorized to sell the above-listed property to the highest bidder on September 1, 2024, at 3:00 p.m. via electronic auction on GovDeals - [www.govdeals.com](http://www.govdeals.com), said electronic address is where the information about the property to be sold can be found and where electronic bids may be posted.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance with the electronic auction procedure utilized by the Financial Services Manager to sell the surplus property and shall be sold on an "as is" basis with the sale being final and that the City of Greenville reserves the right to reject any and all bids.

BE IT FURTHER RESOLVED that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 5th day of August 2024.

\_\_\_\_\_  
 P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
 Valerie Shiuwegar, City Clerk

Asset #	Department Name	Year	Manufacturer	Description	Mileage	Replacement Vehicle	Replacement Cost	Target Replacement Date	Total Points	Recommendation
7036	BUILDINGS & GROUNDS	2011	FREIGHTLINER	BUCKET TRUCK	55342	2025 Altec LR856 Bucket Truck	\$195,000.00	2021	37.42	Poor
							\$195,000.00			
10168	EMS	2017	FORD	RESCUE TRUCK	138561	EMS Ultramatic	\$575,000.00	2022	40.80	Immediate Replacement
8222	FIRE	2013	SPARTAN-BRAUN	FIRE TRUCK PUMPER/EMS	46822	2025 Pierce Pumper	\$1,340,000.00	2028	34.97	Poor
							\$1,915,000.00			
6701	FLEET	2008	FORD	PICKUP TRUCK	46953	2025 Ford F-350 Utility Body	\$75,000.00	2018	41.63	Immediate Replacement
							\$75,000.00			
5814	PARKS & RECREATION	2004	CHEVROLET	PICKUP TRUCK	94109	2025 Ford F-150 Super Crew	\$48,000.00	2014	43.38	Immediate Replacement
							\$48,000.00			
10021	POLICE	2016	FORD	SUV	89979	2025 Ford Explorer Police (up fitted)	\$68,000.00	2021	41.68	Immediate Replacement
8103	POLICE	2013	FORD	PICKUP TRUCK	88162	2025 Ford F-150 Super Crew (up fitted)	\$55,000.00	2023	41.58	Immediate Replacement
10094	POLICE	2017	FORD	SUV	99122	2025 Ford Explorer Police (up fitted)	\$68,000.00	2022	41.46	Immediate Replacement
10055	POLICE	2016	FORD	SUV	97557	2025 Ford Explorer Police (up fitted)	\$68,000.00	2021	40.48	Immediate Replacement
8085	POLICE	2013	FORD	SEDAN	87131	2025 Ford Explorer Police (up fitted)	\$68,000.00	2023	40.42	Immediate Replacement
8276	POLICE	2015	FORD	SUV	154768	2025 Ford Explorer Police (up fitted)	\$68,000.00	2025	40.12	Immediate Replacement
8252	POLICE	2014	FORD	PICKUP TRUCK	68926	2025 Ford F-150 Super Crew (up fitted) Animal Control	\$65,000.00	2024	38.40	Total Loss
10204	POLICE	2018	FORD	SUV	36347	2025 Ford Explorer Police (up fitted)	\$68,000.00	2028	22.04	Total Loss
							\$528,000.00			
8255	STORM WATER STREET	2015	FREIGHTLINER	SEWER TRUCK	13563	2025 Vac-Con Pipe Truck	\$650,000.00	2025	27.54	Fair
							\$650,000.00			
8016	STREET	2011	CASE	BACKHOE	3878	2025 CAT 420XE Bchoe	\$166,000.00	2023	57.83	Immediate Replacement
							\$166,000.00			

General Fund Cost	\$2,927,000.00
Storm Water Fund Cost	\$650,000.00
<b>Total Spending</b>	<b>\$3,577,000.00</b>





# City of Greenville, North Carolina

**Meeting Date: 08/05/2024**

**Title of Item:** Budget Ordinance Amendment #1 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), the Occupancy Tax Fund (Ordinance #11-003), and the newly established Capital Project Management Fund

**Explanation:** Attached for consideration at the August 5, 2024 City Council meeting is an ordinance amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), the Occupancy Tax Fund (Ordinance #11-003), and the newly established Capital Project Management Fund.

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize Capital Projects within their designated fund based on project.	Engineering Capital Projects Public Works Capital Projects	\$3,305,000 350,000
B	To record carryover from 2023-24 for one-time capital expenditures.	General	1,705,000
C	To appropriate \$100,000 for first year payment on Job Creation Grant for Bovient Solar, which was approved by City Council on 5/9/2024.	General	100,000
D	To record Occupancy Tax reserves within the Occupancy Tax fund for work related to Sports Complex feasibility analysis.	Occupancy Tax Rec & Parks Capital Projects	45,000 45,000
E	To close land acquisition project and create burn facility project in newly established Capital Project Management Fund.	Fire/Rescue Capital Projects Capital Project Mgmt Fund	<500,000> 500,000
F	To recognize Long Term Debt Financing.	Public Works Capital Projects	1,750,000

G	To move MWBE funds from the Finance Department to NBS.	General	-
H	To recognize funding received from GUC on an annual basis for Energy Assistance.	Community Development Capital Projects	150,000

**Fiscal Note:**

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2024-25 Original Budget</u>	<u>Amendment #1</u>	<u>2024-25 Budget per Amendment #1</u>
General	\$112,819,004	\$1,805,000	\$114,624,004
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	5,094,474	-	5,094,474
Fleet Maintenance	6,523,088	-	6,523,088
Sanitation	9,492,950	-	9,492,950
Stormwater	13,514,558	-	13,514,558
Housing	1,975,598		
Health Insurance	14,376,386	-	14,376,386
Vehicle Replacement	3,601,408	-	3,601,408
Facilities Improvement	1,200,000	-	1,200,000
Special Revenue Grants	15,121,125	-	15,121,125
Public Works Capital Projects	59,803,361	2,100,000	61,903,361
Recreation & Parks Capital Projects	18,542,552	45,000	18,587,552
Community Development Capital Projects	19,634,757	150,000	19,554,227
Occupancy Tax	4,654,328	45,000	4,699,328
Engineering Capital Projects	62,108,286	3,305,000	65,413,286
Fire/Rescue Capital Projects	12,717,183	100,000	12,817,183
Capital Project Management Fund	-	500,000	500,000

**Recommendation:**

Approve Budget Ordinance Amendment #1 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), the Occupancy Tax Fund (Ordinance #11-003), and the newly established Capital Project Management Fund.

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ATTACHMENTS

[BA #1 Final \(2\).xlsx](#)

**ORDINANCE NO. 24-**  
**CITY OF GREENVILLE, NORTH CAROLINA**  
**Ordinance (#1) Amending the 2024-25 Budget (Ordinance #24-038), Capital Projects Funds (Ordinance #17-024),**  
**Engineering Capital Projects Fund (Ordinance #20-019), the Occupancy Tax Fund (Ordinance #11-003),**  
**and the newly established Capital Project Management Fund**

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

**Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	Budget Amendment #1					
	2024-25 Original Budget	B.	C.	G.	Total Amend #1	2024-25 Budget per Amend #1
<b>ESTIMATED REVENUES</b>						
Property Tax	\$ 43,668,004	\$ -	\$ -	\$ -	\$ -	\$ 43,668,004
Sales Tax	31,930,000	-	-	-	-	31,930,000
Video Prog. & Telecom. Service Tax	650,000	-	-	-	-	650,000
Rental Vehicle Gross Receipts	177,000	-	-	-	-	177,000
Utilities Franchise Tax	6,900,000	-	-	-	-	6,900,000
Motor Vehicle Tax	1,706,000	-	-	-	-	1,706,000
Other Unrestricted Intergov't	905,000	-	-	-	-	905,000
Powell Bill	2,400,000	-	-	-	-	2,400,000
Restricted Intergov't Revenues	619,000	-	-	-	-	619,000
Licenses, Permits and Fees	5,545,000	-	-	-	-	5,545,000
Rescue Service Transport	3,500,000	-	-	-	-	3,500,000
Parking Violation Penalties, Leases,	625,000	-	-	-	-	625,000
Other Revenues	1,250,000	-	-	-	-	1,250,000
Interest on Investments	3,600,000	-	-	-	-	3,600,000
Transfers In GUC	8,594,000	-	-	-	-	8,594,000
Appropriated Fund Balance	750,000	1,705,000	100,000	-	1,805,000	2,555,000
<b>Total Revenues</b>	<b>\$ 112,819,004</b>	<b>\$ 1,705,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 1,805,000</b>	<b>\$ 114,624,004</b>
<b>APPROPRIATIONS</b>						
Mayor/City Council	\$ 606,254	\$ -	\$ -	\$ -	\$ -	\$ 606,254
City Manager	3,483,263	-	100,000	-	100,000	3,583,263
City Clerk	440,055	-	-	-	-	440,055
City Attorney	816,242	-	-	-	-	816,242
Human Resources	3,808,579	-	-	-	-	3,808,579
Information Technology	4,614,563	-	-	-	-	4,614,563
Engineering	5,931,869	400,000	-	-	400,000	6,331,869
Fire/Rescue	21,151,801	-	-	-	-	21,151,801
Financial Services	4,019,795	-	-	(60,000)	(60,000)	3,959,795
Recreation & Parks	9,957,375	625,000	-	-	625,000	10,582,375
Police	32,399,318	-	-	-	-	32,399,318
Public Works	7,902,870	280,000	-	-	280,000	8,182,870
Planning & Development	3,001,981	-	-	-	-	3,001,981
Neighborhood & Business Services	1,570,928	400,000	-	60,000	460,000	2,030,928
OPEB	700,000	-	-	-	-	700,000
Contingency	40,000	-	-	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
<b>Total Appropriations</b>	<b>\$ 98,494,006</b>	<b>\$ 1,705,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 1,805,000</b>	<b>\$ 100,299,006</b>
<b>OTHER FINANCING SOURCES</b>						
Transfers to Other Funds	\$ 14,324,998	\$ -	\$ -	\$ -	\$ -	\$ 14,324,998
<b>Total Other Financing Sources</b>	<b>\$ 14,324,998</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,324,998</b>
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 112,819,004</b>	<b>\$ 1,705,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 1,805,000</b>	<b>\$ 114,624,004</b>

**Section II: Estimated Revenues and Appropriations. Occupancy Tax Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2024-25 Revised Budget</b>	<b>D.</b>	<b>Total Amend #1</b>	<b>2024-25 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
Occupancy Tax	\$ 1,624,738	\$ 45,000	\$ 45,000	\$ 1,669,738
Transfer from Public Works Capital Projects	1,866,866	-	-	1,866,866
Transfer from Debt Service	1,162,724	-	-	1,162,724
Appropriated Fund Balance	-	-	-	-
<b>Total Revenues</b>	<b>\$ 4,654,328</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 4,699,328</b>
<b>APPROPRIATIONS</b>				
Occupancy Tax Reserves	\$ 2,583,428	\$ -	\$ -	\$ 2,583,428
Service Charge/Collection Fee	58,000	-	-	58,000
Payments to CVB	1,050,000	-	-	1,050,000
Transfer to Facilities Improvement	100,000	-	-	100,000
Transfer to Other Funds	862,900	45,000	45,000	907,900
<b>Total Appropriations</b>	<b>\$ 4,654,328</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 4,699,328</b>

**Section III: Estimated Revenues and Appropriations. Fire/Rescue Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2024-25 Revised Budget</b>	<b>E.</b>	<b>Total Amend #6</b>	<b>2024-25 Budget per Amend #6</b>
<b>ESTIMATED REVENUES</b>				
Debt Proceeds	\$ 8,218,484	\$ -	\$ -	\$ 8,218,484
Transfer from Debt Project	398,699	-	-	398,699
Special Fed/State/Loc Grant	3,000,000	-	-	3,000,000
Transfer from General Fund	620,000	-	-	620,000
Sale of Property	480,000	-	-	480,000
Donations	-	100,000	100,000	100,000
<b>Total Revenues</b>	<b>\$ 12,717,183</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 12,817,183</b>
<b>APPROPRIATIONS</b>				
Fire Station #7	\$ 6,817,183	\$ -	\$ -	\$ 6,817,183
Public Safety Comm. Equipment	5,500,000	-	-	5,500,000
Fire Station #8	400,000	(400,000)	(400,000)	-
Transfer to Other Funds	-	500,000	500,000	500,000
<b>Total Appropriations</b>	<b>\$ 12,717,183</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 12,817,183</b>



**Section IV: Estimated Revenues and Appropriations. Community Development Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2024-25 Revised Budget</b>	<b>H.</b>	<b>Total Amend #1</b>	<b>2024-25 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
Transfers In / CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-	-	160,500
Transfers / Trans from Energy Eff	275,000	-	-	275,000
Transfers from General Fund	1,190,000	-	-	1,190,000
Rstrc Intgv / Spec ST Fed Grant	1,150,000	150,000	150,000	1,300,000
Rstrc Intgv / Grant Proceeds	7,500	-	-	7,500
Investment Earnings	399,640	-	-	399,640
Bond Proceeds	10,048,747	-	-	10,048,747
Comm Dev / Sale of Property	422,088	-	-	422,088
Rental Income	316,117	-	-	316,117
Other Revenues	437,089	-	-	437,089
<b>Total Revenues</b>	<b>\$ 19,404,227</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 19,554,227</b>
<b>APPROPRIATIONS</b>				
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ -	\$ 100,000
West Greenville Revitalization Proj	6,270,918	-	-	6,270,918
Center City Revitalization Project	5,349,156	-	-	5,349,156
Energy Efficient Revolving Loan Prog	1,300,000	150,000	150,000	1,450,000
4th Street Parking Garage Project	5,194,153	-	-	5,194,153
Imperial Site Purchase	957,035	-	-	957,035
Zoning Ordinance Update	150,000	-	-	150,000
Transfer to R&P Capital Project	82,965	-	-	82,965
<b>Total Appropriations</b>	<b>\$ 19,404,227</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 19,554,227</b>

**Section V: Estimated Revenues and Appropriations. Recreation & Parks Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2024-25 Revised Budget</b>	<b>D.</b>	<b>Total Amend #1</b>	<b>2024-25 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
Restricted Intergovernmental	\$ 1,122,457	\$ -	\$ -	\$ 1,122,457
Transfer from General Fund	3,737,669	-	-	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	317,340	-	-	317,340
Transfer from PW Cap Proj Fund	74,870	-	-	74,870
Transfer from Occupancy Tax Reserve	572,900	45,000	45,000	617,900
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
<b>Total Revenues</b>	<b>\$ 18,542,552</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 18,587,552</b>
<b>APPROPRIATIONS</b>				
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	45,000	45,000	117,900
Guy Smith Improvements	1,051,403	-	-	1,051,403
Greenfield Terrace	766,361	-	-	766,361
Elm Street Improvements	44,870	-	-	44,870
Transfer to Other Funds	423,082	-	-	423,082
<b>Total Appropriations</b>	<b>\$ 18,542,552</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 18,587,552</b>

**Section VI: 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:**

	<b>2024-25 Revised Budget</b>	<b>A.</b>	<b>Total Amend #1</b>	<b>2024-25 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
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	4,180,921	-	-	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	8,371,368	3,305,000	3,305,000	11,676,368
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
<b>Total Revenues</b>	<b>\$ 62,108,286</b>	<b>\$ 3,305,000</b>	<b>\$ 3,305,000</b>	<b>\$ 65,413,286</b>
<b>APPROPRIATIONS</b>				
BUILD	\$ 48,956,506	\$ -	\$ -	\$ 48,956,506
Pavement Management Program	6,568,269	3,105,000	3,105,000	9,673,269
Employee Parking Lot	1,302,840	-	-	1,302,840
Ficklen Street Improvements	240,000	-	-	240,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	45,000	-	-	45,000
4th Street Project	1,125,000	-	-	1,125,000
Traffic Safety Improvements	56,000	-	-	56,000
Arts District	885,000	-	-	885,000
North South Connector	1,500,000	-	-	1,500,000
ADA	-	200,000	200,000	200,000
Transfer to General Fund	179,671	-	-	179,671
<b>Total Appropriations</b>	<b>\$ 62,108,286</b>	<b>\$ 3,305,000</b>	<b>\$ 3,305,000</b>	<b>\$ 65,413,286</b>

**Section VII: Estimated Revenues and Appropriations. Capital Project Management Fund, of Ordinance #24- is hereby established by appropriating estimated revenues and appropriations in the amount indicated:**

	<b>2024-25 Original Budget</b>	<b>E.</b>	<b>Total Amend #1</b>	<b>2024-25 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>				
Transfer from Fire/Rescue Capital Projects Fund	\$ -	\$ 500,000	\$ 500,000	\$ 500,000
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>
<b>APPROPRIATIONS</b>				
Burn Facility	\$ -	\$ 500,000	\$ 500,000	\$ 500,000
<b>Total Appropriations</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>

**Section VIII: Estimated Revenues and Appropriations. Public Works Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	<b>2024-25 Revised Budget</b>	<b>A.</b>	<b>F.</b>	<b>Total Amend #1</b>	<b>2024-25 Budget per Amend #1</b>
<b>ESTIMATED REVENUES</b>					
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	23,563,836	350,000	-	350,000	23,913,836
Other Income	2,731,245	-	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	-	24,698,934
Long Term Financing	6,200,000	-	1,750,000	1,750,000	7,950,000
Appropriated Fund Balance	2,186,736	-	-	-	2,186,736
<b>Total Revenues</b>	<b>\$ 59,803,361</b>	<b>\$ 350,000</b>	<b>\$ 1,750,000</b>	<b>\$ 2,100,000</b>	<b>\$ 61,903,361</b>
<b>APPROPRIATIONS</b>					
Stantonsburg Rd./10th St Con Project	\$ 7,191,050	\$ -	\$ -	\$ -	\$ 7,191,050
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Sidewalk Development Project	791,287	-	-	-	791,287
GTAC Project	9,336,917	-	-	-	9,336,917
Gateway Sign Project	350,000	-	-	-	350,000
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	2,351,225	350,000	-	350,000	2,701,225
F/R Station 3 Parking Lot	139,551	-	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	-	244,655
Parking Lot Enhancements	4,866	-	-	-	4,866
Street Improvements Project	13,414,536	-	-	-	13,414,536
Safe Routes to School	1,409,463	-	-	-	1,409,463
Imperial Demolition	238,464	-	-	-	238,464
Parking Deck Safety Improvements	180,000	-	-	-	180,000
Emerald Loop Lighting Upgrades	200,000	-	-	-	200,000
CVA - Pedestrian Mall Renovation	290,000	-	-	-	290,000
Pipe Improvement Project	-	-	1,750,000	1,750,000	1,750,000
Transfer to Other Funds	2,875,135	-	-	-	2,875,135
Transfer to General Fund	636,801	-	-	-	636,801
Transfer to Street Improvement	1,002,567	-	-	-	1,002,567
Transfer to Recreation & Parks Capital	74,870	-	-	-	74,870
Transfer to Facilities Improvement	300,000	-	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	-	250,000
<b>Total Appropriations</b>	<b>\$ 59,803,361</b>	<b>\$ 350,000</b>	<b>\$ 1,750,000</b>	<b>\$ 2,100,000</b>	<b>\$ 61,903,361</b>

**Section IX: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:**

Adopted this 05th day of August, 2024

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk