



Agenda

Greenville City Council

March 24, 2025

6:00 PM

City Hall Council Chambers, 200 West 5th Street

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

I. Call Meeting To Order

II. Invocation - Mayor Pro Tem Monica Daniels

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Greenville Fire/Rescue Achievement of ISO Class 1 Rating
2. Ted Sauls, Jr. - Chief of Police

VII. Public Comment Period

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

VIII. Consent Agenda

3. Contract Award for Professional Services for Mowing and Landscape Maintenance at Homestead Memorial Gardens (PWD Contract #12)
4. Contract Award for Professional Services for Mowing and Landscape Maintenance at Greenwood Cemetery (PWD Contract #3)
5. Contract Award for Professional Services for Micro Transit Shared Ride Software
6. Purchase of 15 New Additional Vehicles for the Police Department

IX. New Business

Public Hearings

7. Major Modification to An Economic Development Agreement with Taft Corporate Office, LLC, a North Carolina Limited Liability Company, Involving Property Situated Within the City of Greenville, Pitt County, North Carolina, located at 729 Dickinson Avenue, Greenville, NC 27834, Tax Parcel #20038

Other Items of Business

8. Presentations by Boards and Commissions
 - a. Recreation and Parks Commission
 - b. Multimodal Transportation Commission
9. Budget Ordinance Amendment #8 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Occupancy Tax Fund (Ordinance #11-003), and Recreation & Parks Capital Projects Fund (Ordinance #17-024), and Establishing the Inspections Enterprise Fund

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 03/24/2025

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- Title of Item:** Contract Award for Professional Services for Mowing and Landscape Maintenance at Homestead Memorial Gardens (PWD Contract #12)
- Explanation:** The City advertised for professional services for mowing/landscape maintenance for Homestead Memorial Gardens on October 30, 2024. The solicitation included a mowing contract for the location at Homestead Memorial Gardens (4251 East Tenth Street).
- The scope of work will include, but not limited to, litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Homestead Memorial Gardens per the scope of work and specifications. Maintenance cycles are based on a weekly schedule beginning approximately April 1, 2025, and ending approximately March 31, 2026. Year one (1) of the contract will begin upon issuance of a Notice to Proceed on April 1, 2025, and end on March 31, 2026.
- On December 12, 2024, staff received ten (10) proposals in response to the Invitation to Bid (ITB). Precision Lawn Care and Landscaping, Inc. is the lowest responsible, responsive bidder.
- Fiscal Note:** The City will enter into a contract with Precision Lawn Care and Landscaping, Inc. in the amount of \$47,310 annually and \$141,930 for a three (3) year period beginning FY 2025 and ending FY 2028. Funding for this contract is provided through the Public Works Department operational budget.
- Recommendation:** City Council award a mowing and landscape maintenance contract to Precision Lawn Care and Landscaping, Inc. for Homestead Memorial Gardens in the amount of \$141,930 (3-year amount).
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ATTACHMENTS

- [Entire Contract for Homestead \(Precision\).pdf](#)



AGREEMENT FOR CONTRACTOR SERVICES

Homestead Memorial Gardens Mowing/Landscape Maintenance Contract #12

THIS Agreement made and entered into on this date _____, by and between the City of Greenville, a municipal corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “City,” whose primary address is located at 200 West Fifth Street, Greenville, NC 27858 and Precision Lawn Care and Landscaping, Inc., a corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Contractor” whose primary offices are located at 5118 Country Lane, Grifton, NC, 28530.

GENERAL RECITALS

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

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

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

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

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall provide services for Homestead Memorial Gardens Mowing/Landscape Maintenance Contract #12, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #24-25-22 and amendments, if any, said work being hereinafter referred to as the “Work”. The ITB and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Contractor will perform litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb removal, debris removal, mulch maintenance and leaf removal per scope of work and specifications outlined in this contract, invitation to bid, and all addenda, to the highest of standards and in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

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

I.D. SUBCONTRACTS

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

- I.D.1. The Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Contractor shall notify all subcontractors under this contract of ALL new work assignments made by the City to the Contractor regardless of any particular subcontractor’s engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

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

II.A. DATA AND SERVICES

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

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following a written notice to proceed (NTP) letter to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **March 31, 2026**, unless a duly executed extension is in writing and signed by the Contractor and the City.

This Agreement may be extended by the City in its sole discretion, annually for up to two (2) additional one-year periods, starting on April 1st of the current year and ending on March 31st of the following year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment, then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Contractor

must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Contractor services as outlined in ARTICLE I – Homestead Memorial Gardens Mowing/Landscape Maintenance Contract #12, a per cycle pay rate of:

\$1,245.00 (ONE THOUSAND, TWO HUNDRED AND FORTY-FIVE DOLLARS AND ZERO CENTS)

The per cycle rate is for thirty-eight (38) total cycles per year from April 1, 2025, to March 31, 2026. During the life of this contract, a not-to-exceed amount per year of:

\$47,310.00 (FORTY-SEVEN THOUSAND, THREE HUNDRED AND TEN DOLLARS AND ZERO CENTS)

Payment shall be based upon the areas completed by the Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. PAYMENT

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

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

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

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. **TERMINATION**

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

- V.A.1. **DEFAULT.** The Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor regarding the condition(s) and the Contractor shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor is expected to remove all employees and equipment from the premises immediately.

- V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of termination for convenience (TFC) or as soon afterwards as is practical, Contractor shall give the City all Work, including partly completed Work.

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

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

extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

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

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

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

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

V.B.3. Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Contractor shall be responsible for all travel and related expenses.

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

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

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

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

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

a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the

Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

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

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

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

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

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

- i. The Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

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

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

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

V.F. **NOTICE**

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

City:
City of Greenville
P.O. Box 7207
Greenville, NC 27835
Attn: Building and Grounds Superintendent

Contractor:
Precision Lawn Care and Landscaping, Inc.
5118 Country Lane
Grifton NC 28530
Attn: David Rogerson, Owner

V.G. **ADDITIONAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

V.G.6. **ASSIGNMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contractor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.

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

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

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

V.G.15 **RECORD RETENTION**

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

V.G.16 **CONFIDENTIALITY**

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

Information as needed to ensure proper performance of the Services.

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

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

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

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

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

V.G.22. **HEADINGS**

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____

SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER: 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE): N/A

[Vendor Signature Page Follows]

Precision Lawn Care and Landscaping, Inc.

Vendor Number: 5604

Munis Contract # _____

SIGNATURE OF VENDOR

FULL NAME OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Exhibit C

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

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

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

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

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

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

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination

provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

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

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

Pertinent Nondiscrimination Authorities

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

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

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

Addendum No. 1

Project Name: Mowing Contracts 3, 11, 12, 13 Cemetery Maintenance	Project No.: 24-25-20 24-25-21 24-25-22 24-25-23
Prepared By: Michael Turner	Date: December 5, 2024

Clarifications & Requirements:

1. Work will begin within seven (7) days after issuance of notice to proceed.
2. Work hours are Monday through Saturdays during daylight hours.
3. Mulch/Chute guards will be required and in place on all mowers during cemetery maintenance operations.
4. M/WBE ID and Form 1 or 2 is to be filled out entirely and submitted with the bid. Filling out both Form 1 and 2 will deem the bid unresponsive.
5. The contractor must acknowledge reading each addendum in the spaces provided on the request for bid sheet per instructions on page 10, item #6.4.
6. Bids are due Thursday, December 12 by 2:00PM. Bids will be received at the Public Works Administration offices at 1500 Beatty Street via postal mail service or hand delivered.

Questions and RFI submitted for discussion from pre bid meeting, site visits and/or by email:

1. Is this one contract or four separate contracts?
Answer: Four separate contracts.
2. Does the City intend to remove or adjust the circle driveway at Cherry Hill to allow for trucks and trailers to turn around?
Answer: No. The parking area for trucks and trailers at Cherry Hill are on the attached map. Do not park in vacant lot as highlighted on the map.
3. Does the City have a calendar of events for scheduled burials?
Answer: No. Refer to instructions on the invitation to bid, page #4, item 16 to obtain a schedule of funerals and/or memorials.
4. Are the 38 cycles on the request for bid sheet correct?
Answer: Yes. Fill out the request for bid sheet as directed per the instructions on the invitation to bid on page #5, item 1.2.
5. Is the curbing throughout the cemeteries part of the 3 times a year edging?
Answer: All concrete curbing throughout the cemeteries, as well as, along sidewalks, medians, curbs, along landscape beds and tree rings are to be edged 3 times a year. Edging shall be performed with a mechanical rotary edger. Refer to the instructions on the invitation to bid, page #6, item 3.5.
6. Will the flat markers be mechanically edged during the requested three (3) edging cycles?
Answer: No. Refer to the instructions on the invitation to bid, page #6, item 3.6. Flat markers and exposed vault lids are to be trimmed around with a weed trimmer on each maintenance cycle to avoid grass encroachment on the marker(s) and/or exposed vault lid(s).

7. Can the contractor maintain the defined bed/tree ring edges with a weed eater?
Answer: Yes. However, per the specifications, the bed and tree rings are to be edged with a mechanical rotary edger three (3) times per year. Refer to the instructions on the invitation to bid, page #6, item 3.5.
8. Is the contractor responsible for exposing the unexposed portions of the curbing throughout the cemetery?
Answer: For bidding purposes, all curbs that are currently exposed are expected to remain visible and edged.
9. Does the City have a count of all headstones and markers in each cemetery?
Answer: No.
10. Will the contractor be penalized if weather impacts maintenance operations, and a maintenance cycle cannot be completed within the week timeframe?
Answer: No, however, the contractor will only be paid for maintenance cycles completed. Refer to the instructions on the invitation to bid, page #5, item 2.1 and on page #6, item 3.9.
11. Is the contractor required to haul off leaves, limbs and other debris?
Answer: Yes. Refer to the instructions on the invitation to bid, page 6, item 3.12 under "Litter Cleanup".
12. Can you define mulch maintenance as outlined in the scope of work?
Answer: Refer to the instructions on the invitation to bid, page #7, item 3.12 under "Mulch Bed Maintenance". Contractor will not be responsible for applying mulch to the beds.
13. Is the contractor responsible for cleaning up the magnolia pods at Cherry Hill Cemetery?
Answer: Magnolia pods/leaves can be mulched if this does not create visible thatch. Refer to the instructions on the invitation to bid, page #7, item 3.12 under "Leaf Removal".
14. How will the City pay invoices?
Answer: Refer to instructions of the invitation to bid, page #7, item 4.2 for how the City will pay invoices and on page 10, item #5.5 as to whom to direct invoices.
15. If we have a hurricane, severe storm, or other natural disaster, who will be responsible for limb removal?
Answer: City staff will be responsible and may utilize the contractor for assistance if necessary. The price for this situation will be agreed upon in advance by the contractor and City.
16. What is the window of time the contractor must respond to the City's request for maintenance during the offseason or if the contractor needs to stop mowing due to drought or wet conditions?
Answer: The City will provide a request for maintenance during the offseason within two (2) weeks prior to the contractor needing to mobilize and complete the requested cycle. All communication from City staff will be in a timely manner to the contractor.
17. Is the City responsible for flowers in the cemetery?
Answer: The City will be responsible for flowers on the grave. The contractor will be responsible for any flowers off the grave that have been dispersed along the grounds by wind and/or any other natural causes. These flowers will be considered litter and must be picked up and properly disposed of prior to conducting mowing operations.
18. I do not see the yearly 3% cost increase on this bid, is this correct?
Answer: Yes.
19. Who is responsible for damaged headstones and markers?
Answer: Refer to the instructions on the invitation to bid, page #10, item 6.4.

20. How do I document M/WBE information?
Answer: Follow the instructions outlined on page #19 of the Invitation to Bid. Any additional questions regarding the M/WBE packet should be directed to Wanda House at whouse@greenvillenc.gov.
21. Can you explain the M/WBE policy?
Answer: The M/WBE policy is explained in this link: [MWBE Program Plan](#)
22. Is the awarded contractor able to do a walkthrough with City staff prior to starting the contract?
Answer: Yes.
23. What happens if two contractors have the same bid price?
Answer: City staff will review the qualifications of each contractor and award the contract to the most qualified contractor.
24. Are we to fill out both form 1 and form 2 on the M/WBE packet?
Answer: No. Fill out either form 1 or form 2. Filling out both forms will deem the bid unresponsive.
25. Can you explain the Local Preference Policy?
Answer: The LPP is explained in this link: [635948505114270000](#)
26. I am wondering what was the exact amount that won this bid (#24-25-23 Brown Hill and Cooper Field) last time it was bid on?
Answer: \$850/mowing cycle. All other bid tabulation sheets are posted on the City website under "Past Bid Opportunities" as discussed in the pre bid meeting.
27. Can we please get the last awarded bid for the following Contracts: 1. #13 Brown Hill and Cooper Field Cemetery 2. #12 Homestead Memorial Gardens 3. #3 Greenwood Cemetery 4. #11 Cherry Hill Cemetery?
Answer: 1. \$850/cycle. 2. \$1,250/cycle. 3. \$2,400/cycle. 4. \$765/cycle. Bid tabulation sheets are posted on the City website under "Past Bid Opportunities" as discussed in the pre bid meeting.
28. I was reaching out to get more information on the bid package for the homestead memorial bid.
Answer: All information and bid packages can be found on the City of Greenville website at: [CITY OF GREENVILLE](#)
29. Is the contractor responsible for the other side of the fence that runs along the northern boundary of Brown Hill and Cooper Field cemetery?
Answer: No.
30. Is the contractor responsible for the vegetation on the fence lines?
Answer: No. Vegetation maintenance on the fences will be handled by City staff.
31. At Greenwood Cemetery, is the contractor responsible for mowing the hill behind the hedge row going down the Greenway that is along 5th street?
Answer: Yes. Refer to property line on the map included in the invitation to bid.

Contractor Parking area at Cherry Hill Cemetery



Sealed bids will be received by the City of Greenville until Thursday, December 12, 2024, at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words City of Greenville Public Works Department Contract 3, 11, 12 or 13 Cemetery Maintenance Bid written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and the contract will be awarded at a later date. A bid tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

End of Addendum No. 1

Precision Lawn Care and Landscaping, Inc.
Vendor Number: 5604

Munis Contract # _____

Exhibit A: City’s Invitation to Bid

**INVITATION TO BID
BID #24-25-22**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
MOWING/LANDSCAPE MAINTENANCE CONTRACT #12
HOMESTEAD MEMORIAL GARDENS
City of Greenville, North Carolina**



Find yourself in good company

**Pre-Bid Meeting: Tuesday, November 12, 2024, at 2:00 pm
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC**

**Bid Due Date: Thursday, December 12, 2024, at 2:00 pm
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC**

Contact Persons:

Questions regarding the bid package:
Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:
Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
HOMESTEAD MEMORIAL GARDENS MAINTENANCE"**

The City of Greenville, NC is requesting bids for "Public Works Department Homestead Memorial Gardens Maintenance" as listed below. The scope of work will include, but not limited to, litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Homestead Memorial Gardens per scope of work and specifications.

Weekly Maintenance Cycle

- Homestead Memorial Gardens (4251 East Tenth Street)

Sealed bids will be received by the City of Greenville until Thursday, December 12, 2024, at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207. The Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Contract #12 Homestead Memorial Gardens Maintenance Bid shall be written on the outside of the sealed envelope.

All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A pre-bid conference will be held at the Public Works Department conference room, located at 1500 Beatty Street, on Tuesday, November 12, 2024, at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. Site visits can be scheduled with Michael Turner, Building Facilities Coordinator by reaching out via email at mturner@greenvillenc.gov and scheduling a site visit. Notice of site visit shall be given twenty-four (24) hours in advance of visit.

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

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS

Invitation to Bid Homestead Memorial Gardens Maintenance Location: Greenville N.C.

- 1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.**
- 2. It is expressly understood by the contractor offering a bid, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. Questions regarding the specifications or mowing and landscape maintenance areas shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.**
- 6. By submitting a bid, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.**
- 7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.**
- 8. It is expected that work would begin approximately April 1, 2025. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.**
- 9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov**
- 10. All City of Greenville cemetery maintenance, must be performed Monday – Saturday during daylight hours. Mowing on Sunday will only be allowed with prior proper approval from the City.**
- 11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.**

12. The City reserves the right to add or delete similar items/services specified in the bid as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
14. All aspects of cemetery management are very sensitive and detail oriented, including mowing and the general appearance of Homestead Memorial Gardens. The successful bidder will be challenged to complete the terms of the contract while ensuring these sensitivities and details are respected and met with the highest standards.
15. Contractor shall provide full protection for the safety of employees, public, grounds and adjacent public thoroughfares while performing maintenance operations.
16. Contractor shall cease all work within or near the cemetery when funeral or memorial services are in progress. Contact Steve Cannaday, Cemetery Supervisor, at (252)329-4529 or wcannaday@greenvillenc.gov for funeral and memorial schedules.
17. Contractor shall have and maintain all necessary and legally required licenses and permits to enable performance of services.
18. It is the intent of this agreement to provide the City with landscape maintenance at Homestead Memorial Gardens at a level normally associated with a well-run, public and private owned cemetery. All duties are to be performed in a respectful, safe and courteous manner.

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CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:
MOWING/LANDSCAPING MAINTENANCE CONTRACT #12
HOMESTEAD MEMORIAL GARDENS

1.0 **SCOPE:**

- 1.1** The scope of work shall include litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Homestead Memorial Gardens per scope of work and specifications.
- 1.2** The per cycle price and the total annual bid price shall be included on the attached Request for Bids sheet as indicated.
- 1.3** Maintenance will occur on a weekly basis approximately April 1 – November 1 and as directed by the City from November 1 – April 1.

2.0 **GENERAL:**

- 2.1** Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2** All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3** Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.
- 2.4** Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.
- 2.5** General public is to be referred to the Cemetery Office at the Public Works Department for all work order requests to include placement of markers, monuments, borders, trees, shrubbery and/or live plantings.
- 2.6** There are certain periods of the year when all City Cemeteries must be freshly groomed, irrespective of their position in the maintenance schedule. These special holidays are Easter, Mother's Day, Memorial Day, Father's Day, July 4th, and Labor Day. Homestead Memorial Gardens must be cut and freshly groomed by the day prior to these holidays.
- 2.7** Contractor is to communicate all work progress, plans, and issues or concerns to, Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

- 3.0 HOMESTEAD MEMORIAL GARDENS MOWING/LANDSCAPE MAINTENANCE:**
- 3.1** The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs prior to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.
- 3.2** The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch in diameter and below.
- 3.3** The City will be responsible for removing limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.
- 3.4** Herbicide spraying will not be allowed in these areas.
- 3.5** Prior to Memorial Day, Labor Day and Thanksgiving holidays, mechanical edging must be performed along sidewalks, medians, curbs, along landscape beds and tree rings. Edging shall be performed with a mechanical rotary edger.
- 3.6** Weed trimming must be performed around all poles, fences, flat markers, tombstones, trees, signs and other similar structures on the property.
- 3.7** Clippings, leaves and debris scattered into or onto parking areas, paved areas, markers, tombstones and the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.
- 3.8** The City of Greenville reserves the right to reduce or add to the number of line-item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.
- 3.9** The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.
- 3.10** All turf areas will be finished mowed at three (3) inches in height.
- 3.11** Contractor must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with cemetery operations. All vehicles must be parked on vehicle paths and are not to drive across cemetery lots or parked on cemetery lots or cement curbing.
- 3.12** The following landscape maintenance services shall be provided by the contractor for:
- **Litter Cleanup**
 1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.

- **Mowing/Edging**
 1. Mowing extents are to the outermost edge of the road, curb, sidewalk, ditch, and/or fence line.
 2. Edging, utilizing a mechanical rotary edger, shall be completed prior Memorial Day, Labor Day and Thanksgiving holidays each year.
 3. Mowing height shall be 3 inches.
 4. Mowing will be required in all designated areas shown on the maps for Homestead Memorial Gardens. Maps are attached.
 5. Mowing must occur weekly during the mowing season (April 1 – November 1) and as needed or as directed by the City during winter months for immediate aesthetic improvement.
 6. Weed trimming must be completed around all signs, trees, poles, markers, along fenced areas and around other similar structures on each maintenance cycle.
- **Mulch Bed Maintenance**
 1. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas on each maintenance cycle.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable if this does not create visible thatch.

Notes:

- Insect or disease control for plantings or turf will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.

4.0 PAYMENT AND BID:

- 4.1 The contract period will be from approximately April 1, 2025, to March 31, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on April 1st and ending the last day of March.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.

4.6 The attached bid sheet details the bid entries required. Each bid sheet line item shall be filled in as directed.

4.7 **Minority and/or Women Business Enterprise (M/WBE) Program**

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

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Wanda House, at (252) 329-4862 or whouse@greenvillenc.gov.

4.8 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**

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

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

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

5.0 **WORKERS COMPENSATION AND INSURANCE:**

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

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

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

Limits:

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

- b. **Commercial General Liability:**

Limits:

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

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

- c. **Commercial Automobile Liability:**

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

- d. **Cancellation:**

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

- e. **Proof of Carriages:**

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

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 After award and prior to beginning work on the awarded site, Contractor shall furnish a Certificate of Insurance, including liability, of the coverage requested herein. This is to remain in effect through the duration of the contract.
- 5.5 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

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

6.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for all damages to building improvements, fences, tombstones, monuments (headstone or foot marker), coping mausoleums, buildings, trees, shrubs, paved roads, curbs and gutters, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers. All damages are to be reported immediately to Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

7.0 AMENDMENTS, ADDENDA, OR QUESTIONS:

- 7.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge receipt of each addendum on the bid sheet.

- 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3 **Questions:** Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov
- 7.4 **Schedule for questions and addenda:**

Last date to submit a question: Wednesday, November 27, 2024, by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: **Thursday, December 5, 2024, by 5:00 p.m.**

8.0 E-VERIFY COMPLIANCE:

- 8.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 8.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9.0 IRAN DIVESTMENT ACT:

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

10.0 NON-COLLUSION:

- 10.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 WITHDRAWAL OF PROPOSALS:

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

12.0 REFERENCE INFORMATION:

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

13.0 CONTRACTOR INFORMATION:

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

The remainder of this page intentionally left blank



Contractor Reference Information

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

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

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

****Include completed form with submitted bid package****



Contractor Data Form

Company Name: _____

Address: _____

Phone Number: _____ Mobile Phone Number: _____

Company Owner: _____ Company Owner Phone Number: _____

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

****Include completed form with submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications. Bids will be awarded based on the total annual bid.

Mowing/Landscape Maintenance Contract #12 Homestead Memorial Gardens

<u>Description</u>	<u>Bid</u>
Bid for Homestead Memorial Gardens (per cycle) (Per specifications)	_____
Homestead Memorial Gardens total annual bid (See annual bid calculation formula below)	_____
Total Annual Bid Calculation: (Per cycle price X 38 cycles) = Total Annual Bid	

Note: Homestead Memorial Gardens (Contract #12) will be considered for award based on Total Annual Bid.

Addendum Acknowledgement:

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

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

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

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ City of _____

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

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include completed form with submitted bid package****

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

MWBE Guidelines for Professional Service Contracts \$50,000 and above

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

1. *Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
2. *A history of MWBE firms used on similar projects; and*
3. *The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

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

****Include completed form with submitted bid package****

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)

_____ we propose to expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total dollar amount with WBE firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include completed form with submitted bid package. Form 1 OR 2. Not both****

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

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

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include completed form with submitted bid package. Form 1 OR 2. Not both****

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
 (Company Name)
 _____ we will expend a minimum of _____%
 (Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total dollar amount of the work with WBE.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

- Replace subconsultant
- Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional subconsultant*

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___ Yes ___ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

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

Date: _____

Certified By: _____
Name

Title

Signature

**Homestead Memorial Gardens
(Includes all areas within the property line shown below)**



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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

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

Precision Lawn Care and Landscaping, Inc.
Vendor Number: 5604

Munis Contract # _____

Exhibit B: Contractor's Proposal

**INVITATION TO BID
BID #24-25-22**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
MOWING/LANDSCAPE MAINTENANCE CONTRACT #12
HOMESTEAD MEMORIAL GARDENS
City of Greenville, North Carolina**



Find yourself in good company

Pre-Bid Meeting: Tuesday, November 12, 2024, at 2:00 pm
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: Thursday, December 12, 2024, at 2:00 pm
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:

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

Questions regarding the specifications:

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

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
HOMESTEAD MEMORIAL GARDENS MAINTENANCE"**

The City of Greenville, NC is requesting bids for "Public Works Department Homestead Memorial Gardens Maintenance" as listed below. The scope of work will include, but not limited to, litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Homestead Memorial Gardens per scope of work and specifications.

Weekly Maintenance Cycle

- Homestead Memorial Gardens (4251 East Tenth Street)

Sealed bids will be received by the City of Greenville until Thursday, December 12, 2024, at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207. The Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Contract #12 Homestead Memorial Gardens Maintenance Bid shall be written on the outside of the sealed envelope.

All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A pre-bid conference will be held at the Public Works Department conference room, located at 1500 Beatty Street, on Tuesday, November 12, 2024, at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. Site visits can be scheduled with Michael Turner, Building Facilities Coordinator by reaching out via email at mturner@greenvillenc.gov and scheduling a site visit. Notice of site visit shall be given twenty-four (24) hours in advance of visit.

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

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS**Invitation to Bid
Homestead Memorial Gardens Maintenance
Location: Greenville N.C.**

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.
2. It is expressly understood by the contractor offering a bid, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications or mowing and landscape maintenance areas shall be directed by email to Michael Turner, Building Facilities Coordinator at mtturner@greenvillenc.gov.
6. By submitting a bid, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work would begin approximately April 1, 2025. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mtturner@greenvillenc.gov
10. All City of Greenville cemetery maintenance, must be performed Monday – Saturday during daylight hours. Mowing on Sunday will only be allowed with prior proper approval from the City.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.

12. The City reserves the right to add or delete similar items/services specified in the bid as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
14. All aspects of cemetery management are very sensitive and detail oriented, including mowing and the general appearance of Homestead Memorial Gardens. The successful bidder will be challenged to complete the terms of the contract while ensuring these sensitivities and details are respected and met with the highest standards.
15. Contractor shall provide full protection for the safety of employees, public, grounds and adjacent public thoroughfares while performing maintenance operations.
16. Contractor shall cease all work within or near the cemetery when funeral or memorial services are in progress. Contact Steve Cannaday, Cemetery Supervisor, at (252)329-4529 or wcannaday@greenvillenc.gov for funeral and memorial schedules.
17. Contractor shall have and maintain all necessary and legally required licenses and permits to enable performance of services.
18. It is the intent of this agreement to provide the City with landscape maintenance at Homestead Memorial Gardens at a level normally associated with a well-run, public and private owned cemetery. All duties are to be performed in a respectful, safe and courteous manner.

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**CITY OF GREENVILLE
 PUBLIC WORKS DEPARTMENT
 BUILDINGS AND GROUNDS DIVISION
 SPECIFICATIONS FOR:
 MOWING/LANDSCAPING MAINTENANCE CONTRACT #12
 HOMESTEAD MEMORIAL GARDENS**

1.0 SCOPE:

- 1.1 The scope of work shall include litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Homestead Memorial Gardens per scope of work and specifications.
- 1.2 The per cycle price and the total annual bid price shall be included on the attached Request for Bids sheet as indicated.
- 1.3 Maintenance will occur on a weekly basis approximately April 1 – November 1 and as directed by the City from November 1 – April 1.

2.0 GENERAL:

- 2.1 Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2 All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.
- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.
- 2.5 General public is to be referred to the Cemetery Office at the Public Works Department for all work order requests to include placement of markers, monuments, borders, trees, shrubbery and/or live plantings.
- 2.6 There are certain periods of the year when all City Cemeteries must be freshly groomed, irrespective of their position in the maintenance schedule. These special holidays are Easter, Mother's Day, Memorial Day, Father's Day, July 4th, and Labor Day. Homestead Memorial Gardens must be cut and freshly groomed by the day prior to these holidays.
- 2.7 Contractor is to communicate all work progress, plans, and issues or concerns to, Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

- 3.0 HOMESTEAD MEMORIAL GARDENS MOWING/LANDSCAPE MAINTENANCE:**
- 3.1** The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs prior to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.
- 3.2** The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch in diameter and below.
- 3.3** The City will be responsible for removing limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.
- 3.4** Herbicide spraying will not be allowed in these areas.
- 3.5** Prior to Memorial Day, Labor Day and Thanksgiving holidays, mechanical edging must be performed along sidewalks, medians, curbs, along landscape beds and tree rings. Edging shall be performed with a mechanical rotary edger.
- 3.6** Weed trimming must be performed around all poles, fences, flat markers, tombstones, trees, signs and other similar structures on the property.
- 3.7** Clippings, leaves and debris scattered into or onto parking areas, paved areas, markers, tombstones and the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.
- 3.8** The City of Greenville reserves the right to reduce or add to the number of line-item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.
- 3.9** The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.
- 3.10** All turf areas will be finished mowed at three (3) inches in height.
- 3.11** Contractor must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with cemetery operations. All vehicles must be parked on vehicle paths and are not to drive across cemetery lots or parked on cemetery lots or cement curbing.
- 3.12** The following landscape maintenance services shall be provided by the contractor for:
- Litter Cleanup
 1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.

- **Mowing/Edging**
 1. Mowing extents are to the outermost edge of the road, curb, sidewalk, ditch, and/or fence line.
 2. Edging, utilizing a mechanical rotary edger, shall be completed prior Memorial Day, Labor Day and Thanksgiving holidays each year.
 3. Mowing height shall be 3 inches.
 4. Mowing will be required in all designated areas shown on the maps for Homestead Memorial Gardens. Maps are attached.
 5. Mowing must occur weekly during the mowing season (April 1 – November 1) and as needed or as directed by the City during winter months for immediate aesthetic improvement.
 6. Weed trimming must be completed around all signs, trees, poles, markers, along fenced areas and around other similar structures on each maintenance cycle.
- **Mulch Bed Maintenance**
 1. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas on each maintenance cycle.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable if this does not create visible thatch.

Notes:

- Insect or disease control for plantings or turf will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.

4.0 PAYMENT AND BID:

- 4.1 The contract period will be from approximately April 1, 2025, to March 31, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on April 1st and ending the last day of March.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.

- 4.6 The attached bid sheet details the bid entries required. Each bid sheet line item shall be filled in as directed.

4.7 **Minority and/or Women Business Enterprise (M/WBE) Program**

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

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Wanda House, at (252) 329-4862 or whouse@greenvillenc.gov.

- 4.8 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**

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

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

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

5.0 **WORKERS COMPENSATION AND INSURANCE:**

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

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

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

Limits:

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 After award and prior to beginning work on the awarded site, Contractor shall furnish a Certificate of Insurance, including liability, of the coverage requested herein. This is to remain in effect through the duration of the contract.
- 5.5 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

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

6.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for all damages to building improvements, fences, tombstones, monuments (headstone or foot marker), coping mausoleums, buildings, trees, shrubs, paved roads, curbs and gutters, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers. All damages are to be reported immediately to Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

7.0 AMENDMENTS, ADDENDA, OR QUESTIONS:

- 7.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge receipt of each addendum on the bid sheet.

- 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3 **Questions:** Any questions regarding these bid specifications must be sent by email to mtturner@greenvillenc.gov
- 7.4 **Schedule for questions and addenda:**

Last date to submit a question: Wednesday, November 27, 2024, by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Thursday, December 5, 2024, by 5:00 p.m.

8.0 **E-VERIFY COMPLIANCE:**

- 8.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 8.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9.0 **IRAN DIVESTMENT ACT:**

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

10.0 **NON-COLLUSION:**

- 10.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 **WITHDRAWAL OF PROPOSALS:**

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

12.0 REFERENCE INFORMATION:

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

13.0 CONTRACTOR INFORMATION:

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

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Find yourself in good company

Contractor Reference Information

1. **Company name:** Town of Ayden
Contact person: Stephen Smith
Title: Assistant Town Manager **Phone No.** 252-481-5828

2. **Company name:** Town of Winterville
Contact person: Cliff McGuffin
Title: Public Works Director **Phone No.** 252-756-2221 ext 2428

3. **Company name:** City of Greenville
Contact person: Frank Livesay
Title: Parks Facilities Supervisor **Phone No.** 252-329-4556

****Include completed form with submitted bid package****



Contractor Data Form

Company Name: Precision Lawn Care and Landscaping, Inc

Address: 5118 Country Lane, Grifton, NC 28530

Phone Number: 252-746-2202 Mobile Phone Number: 252-531-1841

Company Owner: David Rogerson Company Owner Phone Number: 252-531-1841

Authorized Company Representative submitting bid: Maria Rogerson

Title: Secretary

Phone Number of Authorized Representative: 252-746-2202

Email: precisionnc@outlook.com

Description of Equipment you plan to utilize to perform this contract: Attach additional sheet or continue on back if needed.

3-Grasshopper 400D, 3-Grasshopper 430D, 3-Grasshopper 322D
30-Stihl FS111 Weedeater, 5-Stihl FR111 Edgers, 4-Stihl BR600 Blowers
2 Ventrac 4500

Include completed form with submitted bid package



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications. Bids will be awarded based on the total annual bid.

Mowing/Landscape Maintenance Contract #12 Homestead Memorial Gardens

<u>Description</u>	<u>Bid</u>
Bid for Homestead Memorial Gardens (per cycle) (Per specifications)	\$1245.00
Homestead Memorial Gardens total annual bid (See annual bid calculation formula below)	\$47,310.00

Total Annual Bid Calculation: (Per cycle price X 38 cycles) = Total Annual Bid

Note: Homestead Memorial Gardens (Contract #12) will be considered for award based on Total Annual Bid.

Addendum Acknowledgement:

Please record each Addendum Number Received: #1 / ___ / ___ / ___ / ___

Company Name: Precision Lawn Care and Landscaping, Inc

Signed: Maria Rogerson

Print Name: Maria Rogerson

Title: Secretary

Date: 12-11-2024

****Include completed form with submitted bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, Maria A. Rogerson (the individual attesting below), being duly authorized by and on behalf of Precision Lawn Care and Landscaping, Inc (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 11 day of December, 2024

Signature of Affiant _____
Print or Type Name: Maria A. Rogerson

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the 11

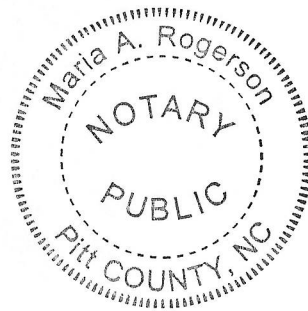
Day of December, 2024

My Commission Expires:

June 25-2028

Maria A. Rogerson
Notary Public

(Affix Official/Notarial Seal)



****Include completed form with submitted bid package****

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

**MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

1. *Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
2. *A history of MWBE firms used on similar projects; and*
3. *The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

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

****Include completed form with submitted bid package****

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
 (Company Name)
 _____ we propose to expend a minimum of _____ %
 (Project Name)
 of the total dollar amount of the contract with certified MBE firms and a minimum of _____ % of the total
 dollar amount with WBE firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Include completed form with submitted bid package. Form 1 OR 2. Not both

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, Precision Lawn Care and Landscaping, Inc, hereby certify that it is our intent to perform 100% of the work required for the Mowing /Landscape Maintenance Contract #12 contract.
(Project Name)

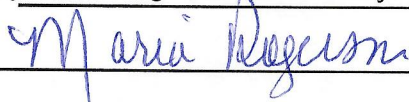
In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: 12-11-2024

Name & Title of Authorized Representative Maria Rogerson, Secretary

Signature of Authorized Representative 

****Include completed form with submitted bid package. Form 1 OR 2. Not both****

**STATE OF NORTH CAROLINA
GREENVILLE, NC
RECREATION AND PARKS DEPARTMENT**

COG-#1179006

**CONTRACT #27 FOR
MOWING GUY SMITH PARK**

This Agreement to Provide Mowing service for the City of Greenville (the "Agreement") is entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Precision Lawn Care (the "Company") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Company provide certain Mowing and Landscaping Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 1.1 Exhibit A Scope of Services
- 1.2 Exhibit B Company Insurance

2. DESCRIPTION OF SERVICES AND PRICING.

The Company shall provide and perform for the City the Services that are described more fully in Exhibit A at the following location and at the quoted price below.

- Guy Smith Park

Mowing \$ 240.00 per mow – weekly (32 services per year)

Total annual cost not to exceed \$7680.00 annually

The Landscape Supervisor shall establish the mowing frequency of each site on a month to month basis at the time of invoice submission. This schedule shall reflect the growing conditions of the grass and the needs of the City. The Landscape Supervisor shall monitor the mowing quality at each site and will serve as the City's representative in the enforcement of the provisions of this contract.

STATE OF NORTH CAROLINA
GREENVILLE, NC
RECREATION AND PARKS DEPARTMENT

COG-#1179010

CONTRACT #23 FOR
MOWING ELM ST PARK

This Agreement to Provide Mowing service for the City of Greenville (the "Agreement") is entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Precision Lawn Care (the "Company") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Company provide certain Mowing and Landscaping Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 1.1 Exhibit A Scope of Services
- 1.2 Exhibit B Company Insurance

2. DESCRIPTION OF SERVICES AND PRICING.

The Company shall provide and perform for the City the Services that are described more fully in Exhibit A at the following location and at the quoted price below.

- Elm St Park

Mowing \$ 200.00 per mow – weekly (32 services per year)

Total annual cost not to exceed \$6400.00 annually

The Landscape Supervisor shall establish the mowing frequency of each site on a month to month basis at the time of invoice submission. This schedule shall reflect the growing conditions of the grass and the needs of the City. The Landscape Supervisor shall monitor the mowing quality at each site and will serve as the City's representative in the enforcement of the provisions of this contract.

**STATE OF NORTH CAROLINA
GREENVILLE, NC
RECREATION AND PARKS DEPARTMENT**

COG-#1179047

**CONTRACT #20 FOR
MOWING LAKE FIRE TOWER**

This Agreement to Provide Mowing service for the City of Greenville (the "Agreement") is entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Precision Lawn Care (the "Company") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Company provide certain Mowing and Landscaping Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 1.1 Exhibit A Scope of Services
- 1.2 Exhibit B Company Insurance

2. DESCRIPTION OF SERVICES AND PRICING.

The Company shall provide and perform for the City the Services that are described more fully in Exhibit A at the following location and at the quoted price below.

- Lake Firetower

Mowing	\$145.00 per mow – weekly (estimated 32 services per year)
--------	--

Total annual cost not to exceed \$4640.00

The Landscape Supervisor shall establish the mowing frequency of each site on a month to month basis at the time of invoice submission. This schedule shall reflect the growing conditions of the grass and the needs of the City. The Landscape Supervisor shall monitor the mowing quality at each site and will serve as the City's representative in the enforcement of the provisions of this contract.

The company, Precision Lawn Care and Landscaping, will be self-performing all work on the contract. The contract is not a good fit for subcontracting as there is only one line item for the contract and portions of the work would have to be sublet to accomplish that goal. Portioning out the work in this contract would not be beneficial, as it would be counterproductive to accomplishing the work as outlined by the contract.

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the _____ we will expend a minimum of _____%
(Company Name) (Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total dollar amount of the work with WBE.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

- Replace subconsultant
- Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional subconsultant*

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:
Approval <input type="checkbox"/> Y <input type="checkbox"/> N
Date _____
Signature _____



Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

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

Date: _____

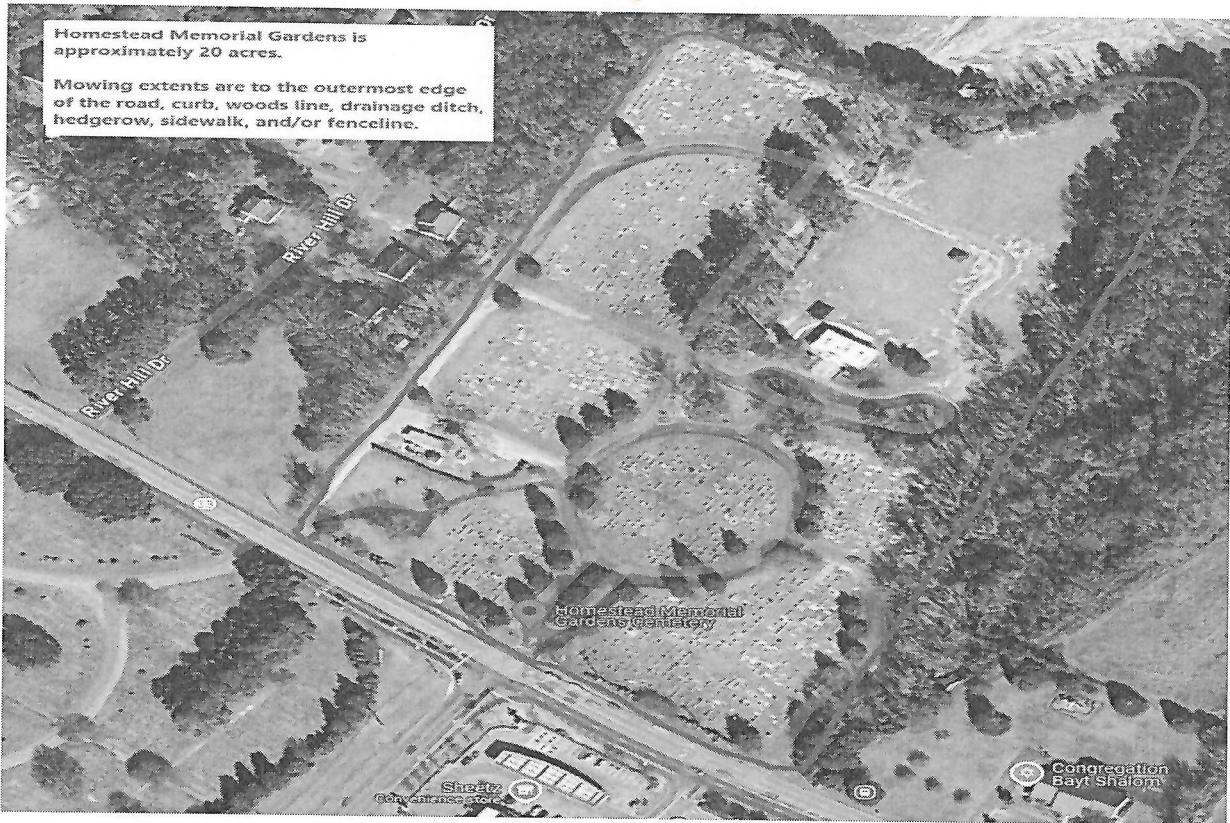
Certified By: _____
Name

Title

Signature

EXHIBIT "A"

Homestead Memorial Gardens
(Includes all areas within the property line shown below)



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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

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

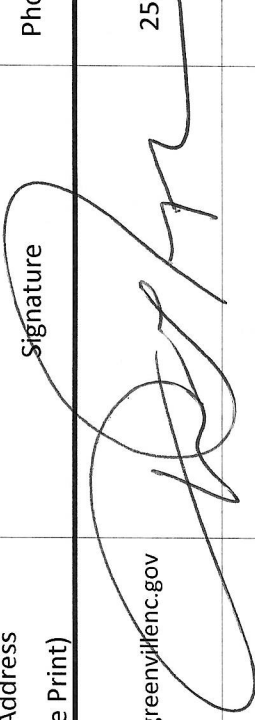
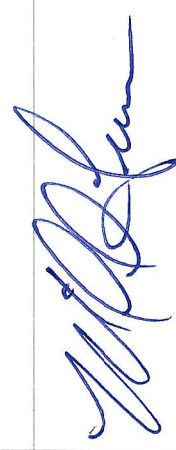



Purchasing Office Only: Received: _____ Bid No.: <u>24-25-22</u>

City of Greenville Pre-Solicitation Bid Request Checklist:

Note: This checklist will be used to provide information to the Purchasing Division to initiate the bidding process. Please allow up to 48 hours for the first bid draft.

Overview				
Department Name:	Public Works Buildings and Grounds			
Date of Request:	October 24, 2024			
Project Manager Name:	Michael Turner			
Project Manager Extension:	4921			
Project Manager Email:	mturner@greenvillenc.gov			
Project Budget:	\$ 50,000			
Funding Source:	Local	Federal/Grant	State	
Project Title: Provide a brief detailed description of the solicitation. <i>*Attach separate document with proposed scope of work. (Copy of Bid/Proposal).</i>	Mowing/Landscape maintenance contract #12 Homestead Memorial Gardens			
Type of Solicitation	ITB	RFP	RFQ	RFI
Type of Project (Circle One)	Construction	Professional Service	Purchase	Service
Project Term (Circle One)	1 Year	2 Years	3 Years	4 Years 5 Years
Companies to Notify of Bid—Email Addresses	Email Address:			
If it doesn't apply to your bid, type N/A.	Email Address:			
	Email Address:			
	Email Address:			
	Email Address:			
MBE Goal	4%			
WBE Goal	4%			
Preferred Date: Advertise	October 30, 2024			
Preferred Date: Site Visit/Conference Room	November 12, 2024 Public Works Main Conference Room			
Pre-Bid Meeting	Y or N	Mandatory	or	Non-Mandatory
Conference Room/Location	November 12, 2024 Public Works Main Conference Room			

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
1 COG PWD	D. Thompson	dthompson@greenvillenc.gov		252-329-4522
2 COG PWD	A. Lewis	alewis@greenvillenc.gov		252-329-4522
3 COG PWD	M. Turner	mturner@greenvillenc.gov		252-329-4921
4 COG Purchasing	W. House	whouse@greenvillenc.gov		252-329-4862
5 COG PWD	K. Heifferon	kheifferon@greenvillenc.gov		252-329-4522
6 COG PWD	K. Mulligan	kmulligan@greenvillenc.gov		252-329-4522
7 COG PWD	S. Carradine	WCarradine@CityofGreenville.gov		752-329-4522
8 HexynTech	Shamara Grant	Shamara@HexynTech.com		631-697-7850

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
9 Hexyntech	Fern Corrids	ian@hexyntech.com		201-787-8253
10 Barrier Outdoor Ventures	Jared Barrier	jared@barrieroutdoors.net		910-705-4004
11 JTB Lawn Care Tree	Stacy hodges	johannuncorn@jtb.com		252-508-1113
12 ATLANTIC COAST LANDSCAPE	ROBERT BLACK	service@atlanticcoastlandscape.net		252-229-5099
13 Gainus Lawn Maintenance	Trent Gainus	gainuslawn@gmail.com		910-382-2669
14 Plank Landscaping	Andrew Witherspoon	Andrewwitherspoon@gmail.com		980-365-1857
15 B & G Mowing and Maintenance	Graham Matthews	matthewsgrahame@gmail.com		(252) 230-5843
16 BT Carowuun	Christal Simpson	sales@btcarowuun.com		252-714-1424 571-221-6293

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
17 CREATIVE CUTS CHUNC ARE	JOSHUA COX-JR	CREATIVE CUTS70 @gmail.com	<i>[Signature]</i>	327-2603
18 COG	Wanda House	WHOUSE@greenville nc.gov	<i>[Signature]</i>	329-4807
19 Bradley's Lawn Care	L Bradley-Darden	dtbgd5@yahoo.com	<i>[Signature]</i>	(252) 367-0305
20 Best Funeral Service Contractors LLC	Ricky Best	bestfuneralservicecontractors @gmail.com	<i>[Signature]</i>	(919) 440-0162
21				
22				
23				
24				

City of Greenville Public Works Department
Cemetery Maintenance
Pre-bid Sign In Sheet

Contract #3
Contract #11
Contract #12
Contract #13

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
25				
26				
27				
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City Of Greenville, NC
Public Works Department/Buildings and Grounds Division
Tuesday, November 12, 2024, at 2:00 PM
Pre-Bid meeting agenda
Mowing Contracts #3, 11, 12, 13

1. Introductions

- 1.1. City Staff to introduce
- 1.2. Confirm all attendees complete sign-in sheet
- 1.3. Welcome all attendees to Pre-Bid meeting
- 1.4. Please hold questions until the end unless the question is specific to item currently being discussed. All questions can be sent via email to mturner@greenvillenc.gov until Wednesday, November 27, at 5PM.
- 1.5. All items will be on the City website regarding the bid requests
- 1.6. Questions about specifications-Michael Turner. Questions about the bid package-Wanda House. Questions about M/WBE info-Wanda House
- 1.7. Site visit(s) are optional. Email Michael Turner for scheduling.

2. Overview of Project

- 2.1. Bid #24-25-20, #24-25-21, #24-25-22, #24-25-23 (Cemetery Maintenance)
- 2.2. The scope of work
- 2.3. Review bid package and general specification notes
- 2.4. Highlight certain points

3. Special Conditions

- 3.1. Work must comply with OSHA regulations
- 3.2. Contractor is responsible for all work associated with the scope of work
- 3.3. Contractor is responsible for all measurements

4. Work Location(s)

- 4.1. Various City-owned Cemeteries, Greenville, NC

5. Bid Submittal

- 5.1. All bids are due Thursday, December 12 at 2:00 p.m. on the forms provided in a sealed envelope labeled with the correct language on the outermost envelope. Email submission will not be allowed. No faxed submissions will be accepted.
- 5.2. There will be no public bid opening. Bid evaluation will be by PW staff. Bid tab will be available by request after the award of the project.
- 5.3. All required responses are to be submitted on the forms provided. Bids will be listed as unresponsive otherwise.
- 5.4. Bidders are to provide 3 references for similar work performed on the form provided. References must be included to be considered responsive.
- 5.5. The City of Greenville reserves the right to reject any and all bids, to waive any formalities and to accept the bid or any portion there of that is deemed most advantageous to the City. Any bid submitted will be binding for 90 days after the bid opening.

- 5.6. Certificate of insurance, workers compensation, general liability and vehicle insurance will be required and must be maintained throughout the work duration.
- 5.7. Addenda will be posted by Thursday, December 5, at 5PM. Must record each addendum on bid submittal sheet.

6. Minor/Women Business Enterprise

- 6.1. 4% MBE
- 6.2. 4% WBE
- 6.3. **Bidders must fill out M/WBE ID form and either Form 1 OR 2.** Bid will be considered unresponsive if both forms are filled out.

All firms submitting bids agree to utilize minority and women – owned firms whenever possible

7. Equal Employment Opportunity Clause

- 7.1. By submitting a bid, you attest that you are an equal opportunity employer and have a policy of non-discrimination regarding handicapped individuals.

8. New vendor registration

- 8.1. Must register as a vendor on the VSS portal *signed W9* or update current profile
- 8.2. Must have a vendor number prior to award of contract

9. M/WBE Comments

10. Purchasing Division Comments

11. Questions








12. Closing

Reminders: Questions due Wednesday, November 27 @ 5:00 pm
Answers due/posted as an addendum Thursday, December 5 @ 5:00 pm
Bids due: Thursday, December 12 @ 2:00 pm sealed in envelope with correct language.

Contract #3
 Contract #11
 Contract #12
 Contract #13

City of Greenville Public Works Department
 Cemetery Maintenance
 Site Visits

Various site visits
 Prospective Contractors
 By Appointment

Time of site visit (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
1 COG PWD	D. Thompson	dthompson@greenvillenc.gov		252-329-4522
2 COG PWD	M. Turner	mturner@greenvillenc.gov		252-329-4522
3 COG PWD	S. Cannaday	wcannaday@greenvillenc.gov		252-329-4921
4 November 19, 2024 @10AM Atlantic Coast Landscape	B. Block	service@atlanticcoastlandscape.net		252-329-4862
5 COG PWD	D. Thompson	dthompson@greenvillenc.gov		252-329-4522
6 COG PWD	M. Turner	mturner@greenvillenc.gov		252-329-4522
7 COG PWD	S. Cannaday	wcannaday@greenvillenc.gov		
8 November 25, 2024 @ 2PM Plank Landscaping	A. Witherspoon	andrewwitherspoon@gmail.com		

Contract #3
 Contract #11
 Contract #12
 Contract #13

City of Greenville Public Works Department
 Cemetery Maintenance
 Site Visits

Various site visits
 Prospective Contractors
 By Appointment

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
9				
10				
11				
12				
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Contract #3
Contract #11
Contract #12
Contract #13

City of Greenville Public Works Department
Cemetery Maintenance
Site Visits

Various site visits
Prospective Contractors
By Appointment

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
17				
18				
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Contract #3
Contract #11
Contract #12
Contract #13

City of Greenville Public Works Department
Cemetery Maintenance
Site Visits

Various site visits
Prospective Contractors
By Appointment

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
25				
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

The following is added to the Commercial General Liability Coverage Form, Section II – WHO IS AN INSURED:

4. The person(s) or organizations(s) from whom equipment has been leased, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

- a. To any "occurrence" which takes place after the equipment lease expires;
- b. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization from whom equipment has been leased.

5. The person(s) or organization(s) shown in the Declarations as mortgagee, assignee, or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition performed by or for that person or organization.

6. The person(s) or organization(s) from whom you lease property but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you lease property.
7. The person(s) or organization(s) from whom land is leased but only with respect to liability arising out of the ownership, maintenance or use of that part of land leased to you. The following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom land has been leased.
8. Any state or political subdivision subject to the following additional provisions:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees,

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hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- b. The construction, erection, or removal of elevators; or
 - c. The ownership, maintenance, or use of any elevators covered by this insurance.
9. Any architect, engineer or surveyor engaged by you but only with respect to liability arising out of your premises or "your work".

This insurance, with respect to such architects, engineers, or surveyors, does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field order; change orders, or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
10. Any person or organization other than an architect, engineer or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by:
- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
In the performance of your ongoing operations for the additional insured(s) only at the location designated by the "work contract"

The coverage afforded to such person or organization does not apply to "bodily injury", "property damage", "personal and advertising injury" occurring after the earliest of the following times:

- a. When "your work" under the "work contract" (other than service, maintenance or repairs) has been completed.
 - b. When that portion of "your work" under the "work contract" out of which any injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. When our coverage for you under this policy or a renewal of this policy terminates and is not continued by other insurance provided by us.
"Work contract" means a written agreement into which you enter for work performed by you or on your behalf.
11. Any person or organization to whom you are obligated by virtue of a written "insured contract" to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance, or use of that part of any premises or land leased to you.

This does not apply to:

- a. Any "occurrence" that takes place after you cease to be a tenant on those premises, or cease to lease the land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such insured.

SECTION V-DEFINITIONS

The following is added:

23. "Work contract" means a written agreement into which you enter for work performed by you or on your behalf.

**City of Greenville Public Works Department
Bid Tabulation Sheet**

Contractor Name	Bid Received on time	Contractor Reference Information	Contractor Data Form	Request for Bids Form	Addendum Acknowledgement	E-Verify Form	M/WBE Instructions	M/WBE Form 1 OR 2	Total Annual Bid Price
1st Choice Lawn care and Landscaping, LLC	Yes	Yes	Yes	No*	No	Yes	No**	Yes	\$68,400.00
Atlantic Coast Landscape Company	Yes	Yes	Yes	Yes	Yes	Yes	No***	Yes	\$83,600.00
Bradley's Lawn care and Cleaning Services, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$58,900.00
Good Ground, LLC	No	Yes	Yes	No**	No	No**	Yes	Yes	\$23,560.00
Lawn and Order Mowing, LLC	Yes	Yes	Yes	Yes	Yes	Yes	No**	Yes	\$42,750.00
Plank Landscaping, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$53,200.00
Precision Lawn Care and Landscaping, Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$47,310.00
Thompson Nursery	Yes	Yes	Yes	Yes	Yes	No*	Yes	Yes	\$50,160.00
WAC Corporation of Greenville	Yes	Yes	Yes	Yes	Yes	Yes	No***	Yes	\$110,200.00
WB Denton, LLC	Yes	Yes	Yes	Yes	Yes	Yes	No**	Yes	\$57,950.00
<i>*Form turned in but not filled out completely</i>									
<i>**Form turned in but not filled out</i>									
<i>***Form not turned in with submitted bid package</i>									

Bid Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner*

Date: 12/19/2024



City of Greenville, North Carolina

Meeting Date: 03/24/2025

Title of Item: Contract Award for Professional Services for Mowing and Landscape Maintenance at Greenwood Cemetery (PWD Contract #3)

Explanation: The City advertised for professional services for mowing/landscape maintenance for Greenwood Cemetery on October 30, 2024. The solicitation included a mowing contract for the location listed below at Greenwood Cemetery (2801 East Fifth Street).

The scope of work will include, but is not limited to, litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Greenwood Cemetery per the scope of work and specifications. Maintenance cycles are based on a weekly schedule beginning approximately April 1, 2025, and ending approximately March 31, 2026.

Year one (1) of the contract will begin upon issuance of a Notice to Proceed on April 1, 2025, and end on March 31, 2026.

On December 12, 2024, staff received eight (8) proposals in response to the Invitation to Bid (ITB). Precision Lawn Care and Landscaping, Inc. is the lowest responsible, responsive bidder.

Fiscal Note: The City will enter into a contract with Precision Lawn Care and Landscaping, Inc. in the amount of \$90,250 annually and \$270,750 for a three (3) year period beginning FY 2025 and ending FY 2028. Funding for this contract is provided through the Public Works Department operational budget.

Recommendation: City Council award a mowing and landscape maintenance contract to Precision Lawn Care and Landscaping, Inc. for Greenwood Cemetery in the amount of \$270,750 (3-year amount).

ATTACHMENTS

[Entire Contract for Greenwood \(Precision\).pdf](#)



AGREEMENT FOR CONTRACTOR SERVICES

Greenwood Cemetery Mowing/Landscape Maintenance Contract #3

THIS Agreement made and entered into on this date _____, by and between the City of Greenville, a municipal corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “City,” whose primary address is located at 200 West Fifth Street, Greenville, NC 27858 and Precision Lawn Care and Landscaping, Inc., a corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Contractor” whose primary offices are located at 5118 Country Lane, Grifton, NC, 28530.

GENERAL RECITALS

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

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

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

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

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall provide services for Greenwood Cemetery Mowing/Landscape Maintenance Contract #3, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Invitation to Bid (“ITB”) Bid #24-25-20 and amendments, if any, said work being hereinafter referred to as the “*Work*”. The ITB and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Contractor will perform litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb removal, debris removal, mulch maintenance and leaf removal per scope of work and specifications outlined in this contract, invitation to bid, and all addenda, to the highest of standards and in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

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

I.D. SUBCONTRACTS

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

- I.D.1. The Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Contractor shall notify all sub-contractors under this contract of ALL new work assignments made by the City to the Contractor regardless of any particular sub-contractor’s engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

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

II.A. DATA AND SERVICES

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

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than seven (7) days following a written notice to proceed (NTP) letter to begin work on specified deliverables. The work will be completed according to a written schedule provided by the City. The Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **March 31, 2026**, unless a duly executed extension is in writing and signed by the Contractor and the City.

This Agreement may be extended by the City in its sole discretion, annually for up to two (2) additional one-year periods, starting on April 1st of the current year and ending on March 31st of the following year.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment, then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Contractor shall notify the City’s Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Contractor

must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Contractor services as outlined in ARTICLE I – Greenwood Cemetery Mowing/Landscape Maintenance Contract #3, a per cycle pay rate of:

\$2,375.00 (TWO THOUSAND THREE HUNDRED AND SEVENTY-FIVE DOLLARS AND ZERO CENTS)

The per cycle rate is for thirty-eight (38) total cycles per year from April 1, 2025, to March 31, 2026. During the life of this contract, a not-to-exceed amount per year of:

\$90,250.00 (NINETY THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND ZERO CENTS)

Payment shall be based upon the areas completed by the Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. PAYMENT

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

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

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

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. **TERMINATION**

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

- V.A.1. **DEFAULT.** The Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor regarding the condition(s) and the Contractor shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor is expected to remove all employees and equipment from the premises immediately.

- V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of termination for convenience (TFC) or as soon afterwards as is practical, Contractor shall give the City all Work, including partly completed Work.

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

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

extension of time for unforeseen delays may be made by mutual written consent of all parties involved.

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

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

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

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

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

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the

Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

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

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

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

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

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

- i. The Contractor shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

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

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

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

V.F. **NOTICE**

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

City:
City of Greenville
P.O. Box 7207
Greenville, NC 27835
Attn: Building and Grounds Superintendent

Contractor:
Precision Lawn Care and Landscaping, Inc.
5118 Country Lane
Grifton NC 28530
Attn: David Rogerson, Owner

V.G. **ADDITIONAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

V.G.6. **ASSIGNMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contractor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employment, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.

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

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

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

V.G.15 **RECORD RETENTION**

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

V.G.16 **CONFIDENTIALITY**

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

Information as needed to ensure proper performance of the Services.

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

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

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

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

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

V.G.22. **HEADINGS**

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

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

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

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

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

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

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

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

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

[Signature Pages Follow]

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____

SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER: 010-01-55-61-000-000-528385

PROJECT CODE (IF APPLICABLE): N/A

[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

FULL NAME OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Exhibit C:

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

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

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

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

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

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

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination

provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

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

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

Pertinent Nondiscrimination Authorities

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

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

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

Addendum No. 1

Project Name: Mowing Contracts 3, 11, 12, 13 Cemetery Maintenance	Project No.: 24-25-20 24-25-21 24-25-22 24-25-23
Prepared By: Michael Turner	Date: December 5, 2024

Clarifications & Requirements:

1. Work will begin within seven (7) days after issuance of notice to proceed.
2. Work hours are Monday through Saturdays during daylight hours.
3. Mulch/Chute guards will be required and in place on all mowers during cemetery maintenance operations.
4. M/WBE ID and Form 1 or 2 is to be filled out entirely and submitted with the bid. Filling out both Form 1 and 2 will deem the bid unresponsive.
5. The contractor must acknowledge reading each addendum in the spaces provided on the request for bid sheet per instructions on page 10, item #6.4.
6. Bids are due Thursday, December 12 by 2:00PM. Bids will be received at the Public Works Administration offices at 1500 Beatty Street via postal mail service or hand delivered.

Questions and RFI submitted for discussion from pre bid meeting, site visits and/or by email:

1. Is this one contract or four separate contracts?
Answer: Four separate contracts.
2. Does the City intend to remove or adjust the circle driveway at Cherry Hill to allow for trucks and trailers to turn around?
Answer: No. The parking area for trucks and trailers at Cherry Hill are on the attached map. Do not park in vacant lot as highlighted on the map.
3. Does the City have a calendar of events for scheduled burials?
Answer: No. Refer to instructions on the invitation to bid, page #4, item 16 to obtain a schedule of funerals and/or memorials.
4. Are the 38 cycles on the request for bid sheet correct?
Answer: Yes. Fill out the request for bid sheet as directed per the instructions on the invitation to bid on page #5, item 1.2.
5. Is the curbing throughout the cemeteries part of the 3 times a year edging?
Answer: All concrete curbing throughout the cemeteries, as well as, along sidewalks, medians, curbs, along landscape beds and tree rings are to be edged 3 times a year. Edging shall be performed with a mechanical rotary edger. Refer to the instructions on the invitation to bid, page #6, item 3.5.
6. Will the flat markers be mechanically edged during the requested three (3) edging cycles?
Answer: No. Refer to the instructions on the invitation to bid, page #6, item 3.6. Flat markers and exposed vault lids are to be trimmed around with a weed trimmer on each maintenance cycle to avoid grass encroachment on the marker(s) and/or exposed vault lid(s).

7. Can the contractor maintain the defined bed/tree ring edges with a weed eater?
Answer: Yes. However, per the specifications, the bed and tree rings are to be edged with a mechanical rotary edger three (3) times per year. Refer to the instructions on the invitation to bid, page #6, item 3.5.
8. Is the contractor responsible for exposing the unexposed portions of the curbing throughout the cemetery?
Answer: For bidding purposes, all curbs that are currently exposed are expected to remain visible and edged.
9. Does the City have a count of all headstones and markers in each cemetery?
Answer: No.
10. Will the contractor be penalized if weather impacts maintenance operations, and a maintenance cycle cannot be completed within the week timeframe?
Answer: No, however, the contractor will only be paid for maintenance cycles completed. Refer to the instructions on the invitation to bid, page #5, item 2.1 and on page #6, item 3.9.
11. Is the contractor required to haul off leaves, limbs and other debris?
Answer: Yes. Refer to the instructions on the invitation to bid, page 6, item 3.12 under "Litter Cleanup".
12. Can you define mulch maintenance as outlined in the scope of work?
Answer: Refer to the instructions on the invitation to bid, page #7, item 3.12 under "Mulch Bed Maintenance". Contractor will not be responsible for applying mulch to the beds.
13. Is the contractor responsible for cleaning up the magnolia pods at Cherry Hill Cemetery?
Answer: Magnolia pods/leaves can be mulched if this does not create visible thatch. Refer to the instructions on the invitation to bid, page #7, item 3.12 under "Leaf Removal".
14. How will the City pay invoices?
Answer: Refer to instructions of the invitation to bid, page #7, item 4.2 for how the City will pay invoices and on page 10, item #5.5 as to whom to direct invoices.
15. If we have a hurricane, severe storm, or other natural disaster, who will be responsible for limb removal?
Answer: City staff will be responsible and may utilize the contractor for assistance if necessary. The price for this situation will be agreed upon in advance by the contractor and City.
16. What is the window of time the contractor must respond to the City's request for maintenance during the offseason or if the contractor needs to stop mowing due to drought or wet conditions?
Answer: The City will provide a request for maintenance during the offseason within two (2) weeks prior to the contractor needing to mobilize and complete the requested cycle. All communication from City staff will be in a timely manner to the contractor.
17. Is the City responsible for flowers in the cemetery?
Answer: The City will be responsible for flowers on the grave. The contractor will be responsible for any flowers off the grave that have been dispersed along the grounds by wind and/or any other natural causes. These flowers will be considered litter and must be picked up and properly disposed of prior to conducting mowing operations.
18. I do not see the yearly 3% cost increase on this bid, is this correct?
Answer: Yes.
19. Who is responsible for damaged headstones and markers?
Answer: Refer to the instructions on the invitation to bid, page #10, item 6.4.

20. How do I document M/WBE information?
Answer: Follow the instructions outlined on page #19 of the Invitation to Bid. Any additional questions regarding the M/WBE packet should be directed to Wanda House at whouse@greenvillenc.gov.
21. Can you explain the M/WBE policy?
Answer: The M/WBE policy is explained in this link: [MWBE Program Plan](#)
22. Is the awarded contractor able to do a walkthrough with City staff prior to starting the contract?
Answer: Yes.
23. What happens if two contractors have the same bid price?
Answer: City staff will review the qualifications of each contractor and award the contract to the most qualified contractor.
24. Are we to fill out both form 1 and form 2 on the M/WBE packet?
Answer: No. Fill out either form 1 or form 2. Filling out both forms will deem the bid unresponsive.
25. Can you explain the Local Preference Policy?
Answer: The LPP is explained in this link: [635948505114270000](#)
26. I am wondering what was the exact amount that won this bid (#24-25-23 Brown Hill and Cooper Field) last time it was bid on?
Answer: \$850/mowing cycle. All other bid tabulation sheets are posted on the City website under "Past Bid Opportunities" as discussed in the pre bid meeting.
27. Can we please get the last awarded bid for the following Contracts: 1. #13 Brown Hill and Cooper Field Cemetery 2. #12 Homestead Memorial Gardens 3. #3 Greenwood Cemetery 4. #11 Cherry Hill Cemetery?
Answer: 1. \$850/cycle. 2. \$1,250/cycle. 3. \$2,400/cycle. 4. \$765/cycle. Bid tabulation sheets are posted on the City website under "Past Bid Opportunities" as discussed in the pre bid meeting.
28. I was reaching out to get more information on the bid package for the homestead memorial bid.
Answer: All information and bid packages can be found on the City of Greenville website at: [CITY OF GREENVILLE](#)
29. Is the contractor responsible for the other side of the fence that runs along the northern boundary of Brown Hill and Cooper Field cemetery?
Answer: No.
30. Is the contractor responsible for the vegetation on the fence lines?
Answer: No. Vegetation maintenance on the fences will be handled by City staff.
31. At Greenwood Cemetery, is the contractor responsible for mowing the hill behind the hedge row going down the Greenway that is along 5th street?
Answer: Yes. Refer to property line on the map included in the invitation to bid.

Contractor Parking area at Cherry Hill Cemetery



Sealed bids will be received by the City of Greenville until Thursday, December 12, 2024, at 2:00 pm at the Public Works Department Administrative offices located at 1500 Beatty Street, Greenville, NC 27834-7207 with the Company Name, Attention: Michael Turner, Building Facilities Coordinator, and the words City of Greenville Public Works Department Contract 3, 11, 12 or 13 Cemetery Maintenance Bid written on the outside of the sealed envelope. All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and the contract will be awarded at a later date. A bid tabulation sheet will be available upon request once the contract is awarded to the successful bidder.

End of Addendum No. 1

Precision Lawn Care and Landscaping, Inc.
Vendor Number: 5604

Munis Contract # _____

Exhibit A: City’s Invitation to Bid

**INVITATION TO BID
BID #24-25-20**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
MOWING/LANDSCAPE MAINTENANCE CONTRACT #3
GREENWOOD CEMETERY
City of Greenville, North Carolina**



Find yourself in good company

**Pre-Bid Meeting: Tuesday, November 12, 2024, at 2:00 pm
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC**

**Bid Due Date: Thursday, December 12, 2024, at 2:00 pm
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC**

Contact Persons:

Questions regarding the bid package:
Wanda House
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: whouse@greenvillenc.gov

Questions regarding the specifications:
Michael Turner
Building Facilities Coordinator
Telephone: 252-329-4921
Fax: 252-329-4844
Email: mturner@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
GREENWOOD CEMETERY MAINTENANCE"**

The City of Greenville, NC is requesting bids for "Public Works Department Greenwood Cemetery Maintenance" as listed below. The scope of work will include, but not limited to, litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Greenwood Cemetery per scope of work and specifications.

Weekly Maintenance Cycle

- Greenwood Cemetery (2801 East Fifth Street)

Sealed bids will be received by the City of Greenville until Thursday, December 12, 2024, at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207. The Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Contract #3 Greenwood Cemetery Maintenance Bid shall be written on the outside of the sealed envelope.

All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A pre-bid conference will be held at the Public Works Department conference room, located at 1500 Beatty Street, on Tuesday, November 12, 2024, at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. Site visits can be scheduled with Michael Turner, Building Facilities Coordinator by reaching out via email at mturner@greenvillenc.gov and scheduling a site visit. Notice of site visit shall be given twenty-four (24) hours in advance of visit.

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

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS

Invitation to Bid Greenwood Cemetery Maintenance Location: Greenville N.C.

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.
2. It is expressly understood by the contractor offering a bid, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications or mowing and landscape maintenance areas shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
6. By submitting a bid, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work would begin approximately April 1, 2025. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
10. All City of Greenville cemetery maintenance, must be performed Monday – Saturday during daylight hours. Mowing on Sunday will only be allowed with prior proper approval from the City.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.

12. The City reserves the right to add or delete similar items/services specified in the bid as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
14. All aspects of cemetery management are very sensitive and detail oriented, including mowing and the general appearance of Greenwood Cemetery. The successful bidder will be challenged to complete the terms of the contract while ensuring these sensitivities and details are respected and met with highest standards.
15. Contractor shall provide full protection for the safety of employees, public, grounds and adjacent public thoroughfares while performing maintenance operations.
16. Contractor shall cease all work within or near the cemetery when funeral or memorial services are in progress. Contact Steve Cannaday, Cemetery Supervisor, at (252)329-4529 or wcannaday@greenvillenc.gov for funeral and memorial schedules.
17. Contractor shall have and maintain all necessary and legally required licenses and permits to enable performance of services.
18. It is the intent of this agreement to provide the City with landscape maintenance at Greenwood Cemetery at a level normally associated with a well-run, public and private owned cemetery. All duties are to be performed in a respectful, safe and courteous manner.

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**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:
MOWING/LANDSCAPING MAINTENANCE CONTRACT #3
GREENWOOD CEMETERY**

1.0 SCOPE:

- 1.1** The scope of work shall include litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Greenwood Cemetery per scope of work and specifications.
- 1.2** The per cycle price and the total annual bid price shall be included on the attached Request for Bids sheet as indicated.
- 1.3** Maintenance will occur on a weekly basis approximately April 1 – November 1 and as directed by the City from November 1 – April 1.

2.0 GENERAL:

- 2.1** Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2** All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3** Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.
- 2.4** Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.
- 2.5** General public is to be referred to the Cemetery Office at the Public Works Department for all work order requests to include placement of markers, monuments, borders, trees, shrubbery and/or live plantings.
- 2.6** There are certain periods of the year when all City Cemeteries must be freshly groomed irrespective of their position in the maintenance schedule. These special holidays are Easter, Mother's Day, Memorial Day, Father's Day, July 4th, and Labor Day. Greenwood Cemetery must be cut and freshly groomed by the day prior to these holidays.
- 2.7** Contractor is to communicate all work progress, plans, and issues or concerns to, Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

3.0 GREENWOOD CEMETERY MOWING/LANDSCAPE MAINTENANCE:

- 3.1 The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs prior to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.
- 3.2 The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch in diameter and below.
- 3.3 The City will be responsible for removing limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.
- 3.4 Herbicide spraying will not be allowed in these areas.
- 3.5 Prior to Memorial Day, Labor Day and Thanksgiving holidays, mechanical edging must be performed along sidewalks, medians, curbs, along landscape beds and tree rings. Edging shall be performed with a mechanical rotary edger.
- 3.6 Weed trimming must be performed around all poles, fences, flat markers, tombstones, trees, signs and other similar structures on the property.
- 3.7 Clippings, leaves and debris scattered into or onto parking areas, paved areas, markers, tombstones and the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.
- 3.8 The City of Greenville reserves the right to reduce or add to the number of line-item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.
- 3.9 The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.
- 3.10 All turf areas will be finished mowed at three (3) inches in height.
- 3.11 Contractor must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with cemetery operations. All vehicles must be parked on vehicle paths and are not to drive across cemetery lots or parked on cemetery lots or cement curbing.
- 3.12 The following landscape maintenance services shall be provided by the contractor for:
- Litter Cleanup
 1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.

- **Mowing/Edging**
 1. Mowing extents are to the outermost edge of the road, curb, sidewalk, ditch, and/or fence line.
 2. Edging, utilizing a mechanical rotary edger, shall be completed prior Memorial Day, Labor Day and Thanksgiving holidays each year.
 3. Mowing height shall be 3 inches.
 4. Mowing will be required in all designated areas shown on the maps for Greenwood Cemetery. Maps are attached.
 5. Mowing must occur weekly during the mowing season (April 1 – November 1) and as needed or as directed by the City during winter months for immediate aesthetic improvement.
 6. Weed trimming must be completed around all signs, trees, poles, markers, along fenced areas and around other similar structures on each maintenance cycle.
- **Mulch Bed Maintenance**
 1. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas on each maintenance cycle.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable if this does not create visible thatch.

Notes:

- Insect or disease control for plantings or turf will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.

4.0 PAYMENT AND BID:

- 4.1 The contract period will be from approximately April 1, 2025, to March 31, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on April 1st and ending the last day of March.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.

4.6 The attached bid sheet details the bid entries required. Each bid sheet line item shall be filled in as directed.

4.7 **Minority and/or Women Business Enterprise (M/WBE) Program**

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

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Wanda House, at (252) 329-4862 or whouse@greenvillenc.gov.

4.8 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**

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

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

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

5.0 **WORKERS COMPENSATION AND INSURANCE:**

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

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

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

Limits:

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

- b. **Commercial General Liability:**

Limits:

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

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

- c. **Commercial Automobile Liability:**

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

- d. **Cancellation:**

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

- e. **Proof of Carriages:**

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

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 After award and prior to beginning work on the awarded site, Contractor shall furnish a Certificate of Insurance, including liability, of the coverage requested herein. This is to remain in effect through the duration of the contract.
- 5.5 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

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

6.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for all damages to building improvements, fences, tombstones, monuments (headstone or foot marker), coping mausoleums, buildings, trees, shrubs, paved roads, curbs and gutters, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers. All damages are to be reported immediately to Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

7.0 AMENDMENTS, ADDENDA, OR QUESTIONS:

- 7.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge receipt of each addenda on the bid sheet.

7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.

7.3 **Questions:** Any questions regarding these bid specifications must be sent by email to mturner@greenvillenc.gov

7.4 **Schedule for questions and addenda:**

Last date to submit a question: Wednesday, November 27, 2024, by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Thursday, December 5, 2024, by 5:00 p.m.

8.0 **E-VERIFY COMPLIANCE:**

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

8.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9.0 **IRAN DIVESTMENT ACT:**

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

10.0 **NON-COLLUSION:**

10.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 **WITHDRAWAL OF PROPOSALS:**

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

12.0 REFERENCE INFORMATION:

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

13.0 CONTRACTOR INFORMATION:

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

The remainder of this page intentionally left blank



Contractor Reference Information

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

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

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

****Include completed form with submitted bid package****



Contractor Data Form

Company Name: _____

Address: _____

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

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

Authorized Company Representative submitting bid: _____

Title: _____

Phone Number of Authorized Representative: _____

Email: _____

Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.

****Include completed form with submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications. Bids will be awarded based on the total annual bid.

Mowing/Landscape Maintenance Contract #3 Greenwood Cemetery Bid

<u>Description</u>	<u>Bid</u>
Bid for Greenwood Cemetery (per cycle) (Per specifications)	_____
Greenwood Cemetery total annual bid (See annual bid calculation formula below)	_____
Total Annual Bid Calculation: (Per cycle price X 38 cycles) = Total Annual Bid	

Note: Greenwood Cemetery (Contract #3) will be considered for award based on Total Annual Bid.

Addendum Acknowledgement:

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

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted bid package****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

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

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ City of _____

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

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include completed form with submitted bid package****

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

MWBE Guidelines for Professional Service Contracts \$50,000 and above

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

1. *Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
2. *A history of MWBE firms used on similar projects; and*
3. *The percentage participation of MWBE firms on these projects.*

NOTE: *Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.*

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

****Include completed form with submitted bid package****

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the _____
(Company Name)

_____ we propose to expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total dollar amount with WBE firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include completed form with submitted bid package. Form 1 OR 2. Not both****

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

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

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include completed form with submitted bid package. Form 1 OR 2. Not both****

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
 (Company Name)
 _____ we will expend a minimum of _____%
 (Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total dollar amount of the work with WBE.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

- Replace subconsultant
- Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional subconsultant*

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___ Yes ___ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

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

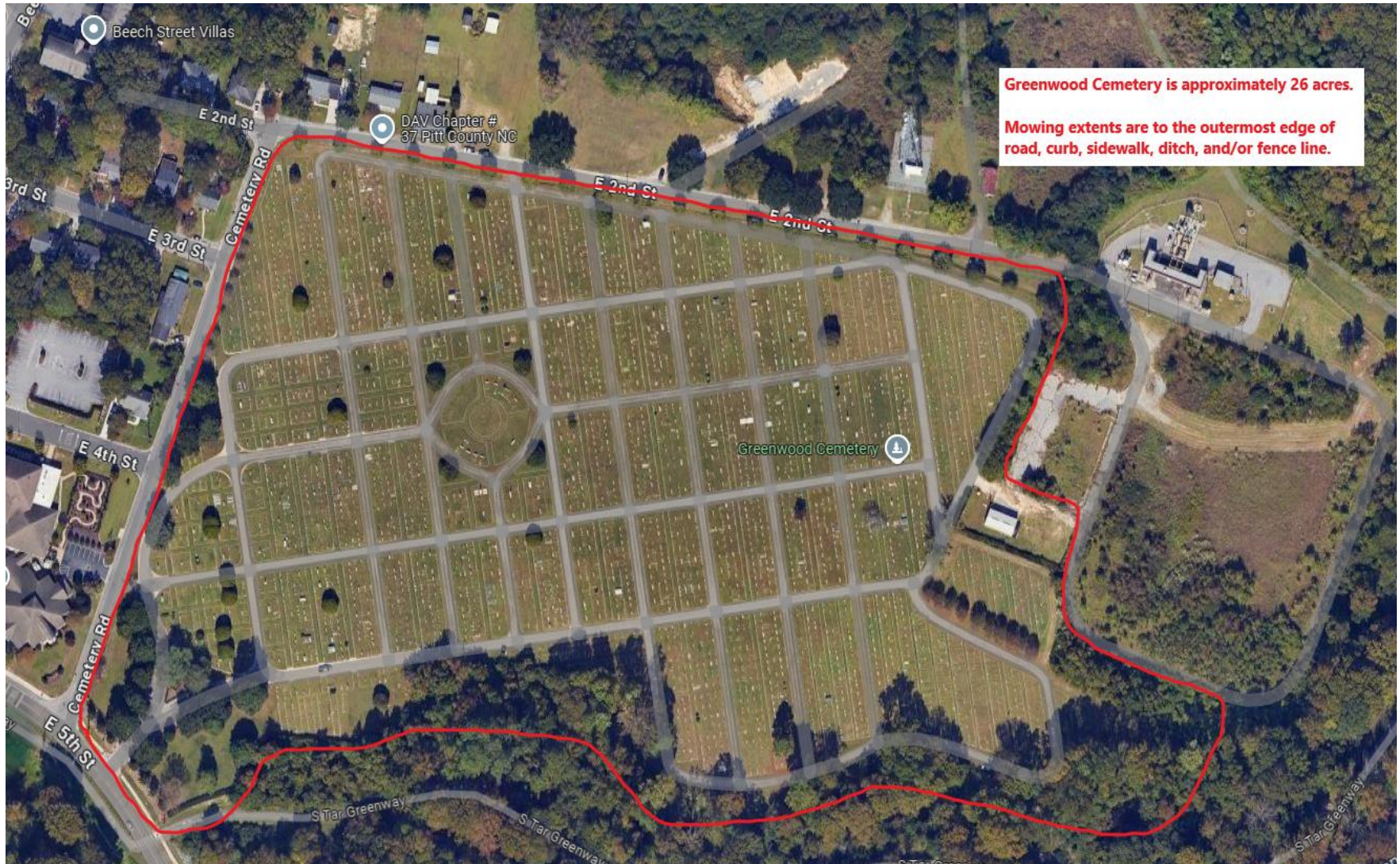
Date: _____

Certified By: _____
Name

Title

Signature

Greenwood Cemetery
(Includes all areas within the property line shown below)



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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

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

Precision Lawn Care and Landscaping, Inc.
Vendor Number: 5604

Munis Contract # _____

Exhibit B: Contractor's Proposal

**INVITATION TO BID
BID #24-25-20**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
MOWING/LANDSCAPE MAINTENANCE CONTRACT #3
GREENWOOD CEMETERY
City of Greenville, North Carolina**



Find yourself in good company

Pre-Bid Meeting: Tuesday, November 12, 2024, at 2:00 pm
Public Works Department Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: Thursday, December 12, 2024, at 2:00 pm
Public Works Administrative Offices
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:

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

Questions regarding the specifications:

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

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
"CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
GREENWOOD CEMETERY MAINTENANCE"**

The City of Greenville, NC is requesting bids for "Public Works Department Greenwood Cemetery Maintenance" as listed below. The scope of work will include, but not limited to, litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Greenwood Cemetery per scope of work and specifications.

Weekly Maintenance Cycle

- Greenwood Cemetery (2801 East Fifth Street)

Sealed bids will be received by the City of Greenville until Thursday, December 12, 2024, at 2:00 pm at the Public Works Department Administrative office located at 1500 Beatty Street, Greenville, NC 27835-7207. The Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Contract #3 Greenwood Cemetery Maintenance Bid shall be written on the outside of the sealed envelope.

All bids will be marked with the date and time they are received by reception staff. Bids will not be opened and read aloud at this time but will be reviewed and contracts will be awarded at a later date.

A pre-bid conference will be held at the Public Works Department conference room, located at 1500 Beatty Street, on Tuesday, November 12, 2024, at 2:00 pm. The Pre-bid conference is not mandatory but highly encouraged for prospective bidders to attend. Site visits can be scheduled with Michael Turner, Building Facilities Coordinator by reaching out via email at mturner@greenvillenc.gov and scheduling a site visit. Notice of site visit shall be given twenty-four (24) hours in advance of visit.

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

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective bidders. Inquiries regarding the bidding process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONTRACTORS

Invitation to Bid Greenwood Cemetery Maintenance Location: Greenville N.C.

1. Contractor is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.
2. It is expressly understood by the contractor offering a bid, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications or mowing and landscape maintenance areas shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
6. By submitting a bid, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Contractor shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work would begin approximately April 1, 2025. However, such starting date is subject to change based on time needed to finalize the contract, the approval/signature process or other reasons.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
10. All City of Greenville cemetery maintenance, must be performed Monday – Saturday during daylight hours. Mowing on Sunday will only be allowed with prior proper approval from the City.
11. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.

12. The City reserves the right to add or delete similar items/services specified in the bid as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Contractor. A contract amendment will be issued for each addition or deletion.
13. The Contractor shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.
14. All aspects of cemetery management are very sensitive and detail oriented, including mowing and the general appearance of Greenwood Cemetery. The successful bidder will be challenged to complete the terms of the contract while ensuring these sensitivities and details are respected and met with highest standards.
15. Contractor shall provide full protection for the safety of employees, public, grounds and adjacent public thoroughfares while performing maintenance operations.
16. Contractor shall cease all work within or near the cemetery when funeral or memorial services are in progress. Contact Steve Cannaday, Cemetery Supervisor, at (252)329-4529 or wcannaday@greenvillenc.gov for funeral and memorial schedules.
17. Contractor shall have and maintain all necessary and legally required licenses and permits to enable performance of services.
18. It is the intent of this agreement to provide the City with landscape maintenance at Greenwood Cemetery at a level normally associated with a well-run, public and private owned cemetery. All duties are to be performed in a respectful, safe and courteous manner.

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CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:
MOWING/LANDSCAPING MAINTENANCE CONTRACT #3
GREENWOOD CEMETERY

1.0 **SCOPE:**

- 1.1 The scope of work shall include litter removal, clipping removal, weed trimming, edging, mowing, blowing, raking, limb and debris removal, mulch maintenance, and leaf removal for Greenwood Cemetery per scope of work and specifications.
- 1.2 The per cycle price and the total annual bid price shall be included on the attached Request for Bids sheet as indicated.
- 1.3 Maintenance will occur on a weekly basis approximately April 1 – November 1 and as directed by the City from November 1 – April 1.

2.0 **GENERAL:**

- 2.1 Areas of work are to be maintained on the frequency specified and started and completed within a week period (Monday-Saturday). Maintenance frequency is subject to change due to weather conditions such as drought or increased wet conditions.
- 2.2 All landscape bed maintenance and turf mowing shall be completed in a professional manner and shall conform to these specifications. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.
- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.
- 2.5 General public is to be referred to the Cemetery Office at the Public Works Department for all work order requests to include placement of markers, monuments, borders, trees, shrubbery and/or live plantings.
- 2.6 There are certain periods of the year when all City Cemeteries must be freshly groomed irrespective of their position in the maintenance schedule. These special holidays are Easter, Mother's Day, Memorial Day, Father's Day, July 4th, and Labor Day. Greenwood Cemetery must be cut and freshly groomed by the day prior to these holidays.
- 2.7 Contractor is to communicate all work progress, plans, and issues or concerns to, Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

3.0 GREENWOOD CEMETERY MOWING/LANDSCAPE MAINTENANCE:

- 3.1 The contractor is expected to remove scattered debris, litter, animal waste, cigarette butts and limbs prior to mowing and/or maintaining beds or tree rings, excluding material that has been illegally dumped. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of illegally dumped material.
- 3.2 The contractor is responsible for removing from each site, and properly disposing of, all tree limbs of six (6) inch in diameter and below.
- 3.3 The City will be responsible for removing limbs larger than six (6) inches in diameter from all areas. Contractor must notify Michael Turner, Building Facilities Coordinator, with location of limbs larger than six (6) inches in diameter.
- 3.4 Herbicide spraying will not be allowed in these areas.
- 3.5 Prior to Memorial Day, Labor Day and Thanksgiving holidays, mechanical edging must be performed along sidewalks, medians, curbs, along landscape beds and tree rings. Edging shall be performed with a mechanical rotary edger.
- 3.6 Weed trimming must be performed around all poles, fences, flat markers, tombstones, trees, signs and other similar structures on the property.
- 3.7 Clippings, leaves and debris scattered into or onto parking areas, paved areas, markers, tombstones and the streets from landscape maintenance must be removed immediately and before relocating to another work site. Do not blow debris into, or on, paved areas, storm drains, adjacent parking lots, vehicles, landscape beds, tree rings, or structures.
- 3.8 The City of Greenville reserves the right to reduce or add to the number of line-item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price will be adjusted in the event of any elimination or addition of areas.
- 3.9 The contractor shall avoid performing landscape bed maintenance or mowing under extremely wet conditions where heavy equipment or vehicles could rut the soil. Notify Michael Turner, Building Facilities Coordinator, in the event that a site is too wet to maintain.
- 3.10 All turf areas will be finished mowed at three (3) inches in height.
- 3.11 Contractor must not park on any medians and/or affect normal traffic flow along designated streets or to interfere with cemetery operations. All vehicles must be parked on vehicle paths and are not to drive across cemetery lots or parked on cemetery lots or cement curbing.
- 3.12 The following landscape maintenance services shall be provided by the contractor for:
- Litter Cleanup
 1. Litter cleanup includes pickup of litter, animal waste, cigarette butts and debris within the landscape beds, tree rings, and turf areas within the contract area prior to each mowing. Any waste created by the Contractor will be hauled off and properly disposed of. This includes, but is not limited to plant clippings, dead plants, general trash and other debris.

- **Mowing/Edging**
 1. Mowing extents are to the outermost edge of the road, curb, sidewalk, ditch, and/or fence line.
 2. Edging, utilizing a mechanical rotary edger, shall be completed prior Memorial Day, Labor Day and Thanksgiving holidays each year.
 3. Mowing height shall be 3 inches.
 4. Mowing will be required in all designated areas shown on the maps for Greenwood Cemetery. Maps are attached.
 5. Mowing must occur weekly during the mowing season (April 1 – November 1) and as needed or as directed by the City during winter months for immediate aesthetic improvement.
 6. Weed trimming must be completed around all signs, trees, poles, markers, along fenced areas and around other similar structures on each maintenance cycle.
- **Mulch Bed Maintenance**
 1. All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating another work site.
- **Leaf Removal**
 1. Leaves must be removed from turf, tree rings, and landscape bed areas on each maintenance cycle.
 2. Leaves collected shall be disposed of properly. Mulching of leaves when minimal is acceptable if this does not create visible thatch.

Notes:

- Insect or disease control for plantings or turf will not be provided by contractor but the contractor shall notify Michael Turner, Building Facilities Coordinator, within 24 hours if detected.

4.0 PAYMENT AND BID:

- 4.1 The contract period will be from approximately April 1, 2025, to March 31, 2026. The City reserves the right to extend the contract annually for up to a total of two (2) additional years if the City and contractor agree in writing starting annually on April 1st and ending the last day of March.
- 4.2 Payment will be made by the City to the contractor on a monthly basis for the work completed within the previous month. The invoice is expected prior to the 10th of each month. This contract will be billed monthly throughout the year during the contract period. The City will render payment within thirty days of receipt of an approved invoice.
- 4.3 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.4 By submitting a bid, the firm is attesting that they are an Equal Opportunity Employer.
- 4.5 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a bid are attesting that they also have taken affirmative action to insure equality of opportunity in all aspects of employment.

- 4.6 The attached bid sheet details the bid entries required. Each bid sheet line item shall be filled in as directed.

4.7 **Minority and/or Women Business Enterprise (M/WBE) Program**

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

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project.

All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to Wanda House, at (252) 329-4862 or whouse@greenvillenc.gov.

- 4.8 Bidder, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Attachment "A" to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

4.9 **TITLE VI NONDISCRIMINATION NOTIFICATION**

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

- 4.10 The City of Greenville reserves the right to reject any, and all bids, to waive any informalities and to accept the bid if it seems most advantageous to the City. Any bid submitted will be binding for ninety (90) days after the date of the bid opening.
- 4.11 Contractor must complete a new vendor application and associated documents or update an existing profile as required upon acceptance of mowing contract.

5.0 **WORKERS COMPENSATION AND INSURANCE:**

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

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

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

Limits:

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

- 5.3 The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 5.4 After award and prior to beginning work on the awarded site, Contractor shall furnish a Certificate of Insurance, including liability, of the coverage requested herein. This is to remain in effect through the duration of the contract.
- 5.5 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

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

6.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful bidder agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein.
- 6.4 The successful bidder shall assume full and complete liability for all damages to building improvements, fences, tombstones, monuments (headstone or foot marker), coping mausoleums, buildings, trees, shrubs, paved roads, curbs and gutters, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers. All damages are to be reported immediately to Steve Cannaday, Cemetery Supervisor at (252)329-4529 or wcannaday@greenvillenc.gov.

7.0 AMENDMENTS, ADDENDA, OR QUESTIONS:

- 7.1 Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The contractor must acknowledge receipt of each addenda on the bid sheet.

- 7.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3 **Questions:** Any questions regarding these bid specifications must be sent by email to mtturner@greenvillenc.gov
- 7.4 **Schedule for questions and addenda:**

Last date to submit a question: Wednesday, November 27, 2024, by 5:00 p.m. Questions will be answered via addenda posted on the City's website answered by: Thursday, December 5, 2024, by 5:00 p.m.

8.0 **E-VERIFY COMPLIANCE:**

- 8.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 8.2 BIDDER acknowledges that compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes is required by the Contractor and its Subcontractors by North Carolina law and the provisions of the Contract Documents. The BIDDER represents that the BIDDER and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9.0 **IRAN DIVESTMENT ACT:**

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

10.0 **NON-COLLUSION:**

- 10.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 **WITHDRAWAL OF PROPOSALS:**

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

12.0 REFERENCE INFORMATION:

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

13.0 CONTRACTOR INFORMATION:

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

The remainder of this page intentionally left blank



Find yourself in good company

Contractor Reference Information

1. **Company name:** Town of Ayden
Contact person: Stephen Smith
Title: Assistant Town Manager **Phone No.** 252-481-5828

2. **Company name:** Town of Winterville
Contact person: Cliff McGuffin
Title: Public Works Director **Phone No.** 252-756-2221 ext 2428

3. **Company name:** City of Greenville
Contact person: Frank Livesay
Title: Parks Facility Supervisor **Phone No.** 252-329-4556

****Include completed form with submitted bid package****



Contractor Data Form

Company Name: Precision Lawn Care and Landscaping Inc.

Address: 5118 Country Lane, Grifton, NC 28530

Phone Number: 252-746-2202 **Mobile Phone Number:** 252-531-1841

Company Owner: David Rogerson **Company Owner Phone Number:** 252-531-1841

Authorized Company Representative submitting bid: Maria Rogerson

Title: Secretary

Phone Number of Authorized Representative: 252-746-2202

Email: precisionnc@outlook.com

**Description of Equipment you plan to utilize to perform this contract:
Attach additional sheet or continue on back if needed.**

3-Grasshopper 400D, 3-Grasshopper 430D, 3-Grasshopper 322D
30-Stihl FS111 Weedeater, 5-Stihl FR111 Edgers, 4-Stihl BR600 Blowers
2 Ventrac Mowers 4500

****Include completed form with submitted bid package****



REQUEST FOR BIDS

In compliance with the request for bids by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications. Bids will be awarded based on the total annual bid.

Mowing/Landscape Maintenance Contract #3 Greenwood Cemetery Bid

<u>Description</u>	<u>Bid</u>
Bid for Greenwood Cemetery (per cycle) (Per specifications)	\$2375.00
Greenwood Cemetery total annual bid (See annual bid calculation formula below)	\$90,250.00

Total Annual Bid Calculation: (Per cycle price X 38 cycles) = Total Annual Bid

Note: Greenwood Cemetery (Contract #3) will be considered for award based on Total Annual Bid.

Addendum Acknowledgement:

Please record each Addendum Number Received: #1 / ___ / ___ / ___ / ___

Company Name: Precision Lawn Care and Landscaping, Inc

Signed: Maria Rogerson

Print Name: Maria Rogerson

Title: Secretary

Date: 12-11-2024

Include completed form with submitted bid package

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

I, Maria A. Rogerson (the individual attesting below), being duly authorized by and on behalf of Precision Lawn Care and Landscaping (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 X, 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 11 day of December, 2024.

Signature of Affiant _____
Print or Type Name: Maria A. Rogerson

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the 11th

Day of December, 2024

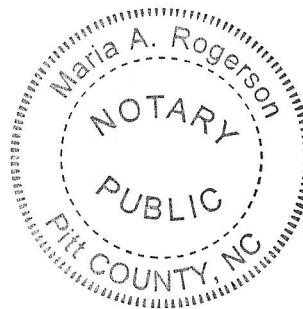
My Commission Expires:

11-25-2028

Maria A. Rogerson

Notary Public

(Affix Official/Notarial Seal)



****Include completed form with submitted bid package****

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

MWBE Guidelines for Professional Service Contracts \$50,000 and above

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

- FORM 1—Sub-Service Provider Utilization Plan**
 This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.
- FORM 2--Statement of Intent to Perform work without Sub-Service Providers**
 This form provides that the submitter does not customarily subcontract work on this type of project.
- Sub-Service Provider Utilization Commitment**
 Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.
NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.
- Proof of Payment Certification**
 Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

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

****Include completed form with submitted bid package****

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the

 _____ we propose to expend a minimum of _____ %

 of the total dollar amount of the contract with certified MBE firms and a minimum of _____ % of the total
 dollar amount with WBE firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Include completed form with submitted bid package. Form 1 OR 2. Not both

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, Precision Lawn Care and Landscaping, Inc, hereby certify that it is our
intent to perform 100% of the work required for the Mowing Landscape Maintenance Contract #3 contract.
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: 12-11-2024

Name & Title of Authorized Representative Maria Rogerson, Secretary

Signature of Authorized Representative Maria Rogerson

Include completed form with submitted bid package. Form 1 OR 2. Not both

STATE OF NORTH CAROLINA
GREENVILLE, NC
RECREATION AND PARKS DEPARTMENT

COG-#1179006

CONTRACT #27 FOR
MOWING GUY SMITH PARK

This Agreement to Provide Mowing service for the City of Greenville (the "Agreement") is entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Precision Lawn Care (the "Company") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Company provide certain Mowing and Landscaping Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 1.1 Exhibit A Scope of Services
- 1.2 Exhibit B Company Insurance

2. DESCRIPTION OF SERVICES AND PRICING.

The Company shall provide and perform for the City the Services that are described more fully in Exhibit A at the following location and at the quoted price below.

- Guy Smith Park

Mowing \$ 240.00 per mow – weekly (32 services per year)

Total annual cost not to exceed \$7680.00 annually

The Landscape Supervisor shall establish the mowing frequency of each site on a month to month basis at the time of invoice submission. This schedule shall reflect the growing conditions of the grass and the needs of the City. The Landscape Supervisor shall monitor the mowing quality at each site and will serve as the City's representative in the enforcement of the provisions of this contract.

**STATE OF NORTH CAROLINA
GREENVILLE, NC
RECREATION AND PARKS DEPARTMENT**

COG-#1179010

**CONTRACT #23 FOR
MOWING ELM ST PARK**

This Agreement to Provide Mowing service for the City of Greenville (the "Agreement") is entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Precision Lawn Care (the "Company") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Company provide certain Mowing and Landscaping Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 1.1 Exhibit A Scope of Services
- 1.2 Exhibit B Company Insurance

2. DESCRIPTION OF SERVICES AND PRICING.

The Company shall provide and perform for the City the Services that are described more fully in Exhibit A at the following location and at the quoted price below.

- Elm St Park

Mowing \$ 200.00 per mow – weekly (32 services per year)

Total annual cost not to exceed \$6400.00 annually

The Landscape Supervisor shall establish the mowing frequency of each site on a month to month basis at the time of invoice submission. This schedule shall reflect the growing conditions of the grass and the needs of the City. The Landscape Supervisor shall monitor the mowing quality at each site and will serve as the City's representative in the enforcement of the provisions of this contract.

STATE OF NORTH CAROLINA
 GREENVILLE, NC
 RECREATION AND PARKS DEPARTMENT

COG-#1179047

CONTRACT #20 FOR
 MOWING LAKE FIRE TOWER

This Agreement to Provide Mowing service for the City of Greenville (the "Agreement") is entered into as of this 1st day of April, 2023 (the "Effective Date"), by and between Precision Lawn Care (the "Company") and the City of Greenville, North Carolina (the "City").

RECITALS

WHEREAS, the City desires that the Company provide certain Mowing and Landscaping Services, and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

- 1.1 Exhibit A Scope of Services
- 1.2 Exhibit B Company Insurance

2. DESCRIPTION OF SERVICES AND PRICING.

The Company shall provide and perform for the City the Services that are described more fully in Exhibit A at the following location and at the quoted price below.

- Lake Firetower

Mowing \$145.00 per mow – weekly (estimated 32 services per year)

Total annual cost not to exceed \$4640.00

The Landscape Supervisor shall establish the mowing frequency of each site on a month to month basis at the time of invoice submission. This schedule shall reflect the growing conditions of the grass and the needs of the City. The Landscape Supervisor shall monitor the mowing quality at each site and will serve as the City's representative in the enforcement of the provisions of this contract.

The company, Precision Lawn Care and Landscaping, will be self-performing all work on the contract. The contract is not a good fit for subcontracting as there is only one line item for the contract and portions of the work would have to be sublet to accomplish that goal. The portioning work in this contract would not be beneficial, as it would be counterproductive to accomplishing the work as outlined by the contract.

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the _____ we will expend a minimum of _____%
 (Company Name) _____
 (Project Name)

of the total dollar amount of the contract with certified MBE firms and a minimum of _____% of the total dollar amount of the work with WBE.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

- Replace subconsultant
- Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE ? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional subconsultant*

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

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

Date: _____

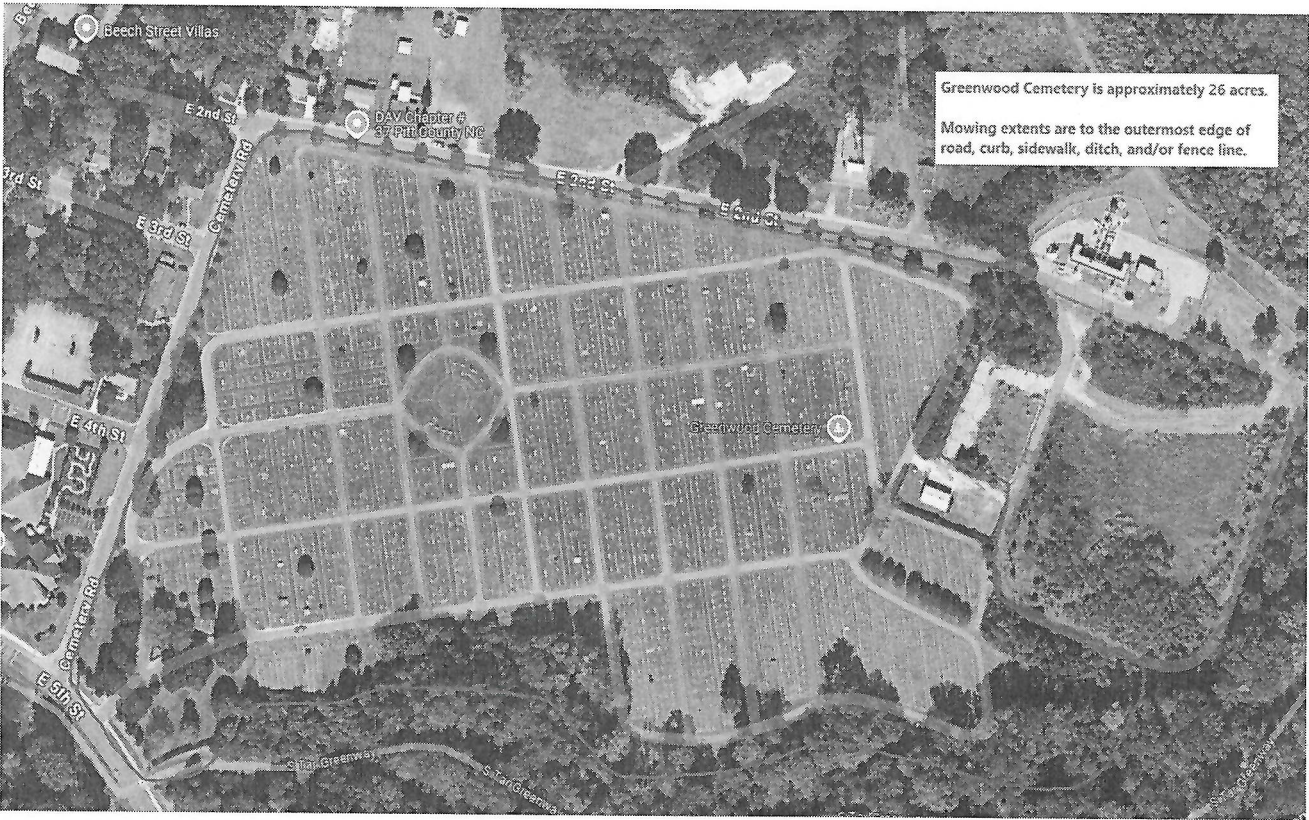
Certified By: _____
Name

Title

Signature

EXHIBIT "A"

Greenwood Cemetery
(Includes all areas within the property line shown below)



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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2024

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).


PRODUCER	CONTACT NAME:	Martha S. Johnson	
Towne Insurance Agency, LLC 7100 Falls of Neuse Road Raleigh, NC 27615	PHONE (A/C, No, Ext):	(919) 882-5167	FAX (A/C, No): (919) 872-0233
	E-MAIL ADDRESS: mjohnson@towneinsurance.com		
	INSURER(S) AFFORDING COVERAGE		
INSURED	INSURER A :		NAIC #
	Builders Mutual Insurance Company		10844
	INSURER B :		
	Accident Fund Insurance Company of America		10166
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

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	X		CPP009919301	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
							\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CAP003916701	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MUB0023482 01	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCPV10009670602	7/31/2024	7/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Greenville - Public Works is included as Additional Insured with respect to General Liability if required by written contract in accordance with endt # CG7034 attached.

CERTIFICATE HOLDER City of Greenville - Public Works 1500 Beatty Street Greenville, NC 27834	CANCELLATION 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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

The following is added to the Commercial General Liability Coverage Form, Section II – WHO IS AN INSURED:

- 4. The person(s) or organizations(s) from whom equipment has been leased, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

- a. To any "occurrence" which takes place after the equipment lease expires;
- b. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization from whom equipment has been leased.

- 5. The person(s) or organization(s) shown in the Declarations as mortgagee, assignee, or receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition performed by or for that person or organization.

- 6. The person(s) or organization(s) from whom you lease property but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom you lease property.
- 7. The person(s) or organization(s) from whom land is leased but only with respect to liability arising out of the ownership, maintenance or use of that part of land leased to you. The following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization from whom land has been leased.
- 8. Any state or political subdivision subject to the following additional provisions:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees,

CG 70 34 07 09

hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- b. The construction, erection, or removal of elevators; or
 - c. The ownership, maintenance, or use of any elevators covered by this insurance.
9. Any architect, engineer or surveyor engaged by you but only with respect to liability arising out of your premises or "your work".

This insurance, with respect to such architects, engineers, or surveyors, does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field order; change orders, or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
10. Any person or organization other than an architect, engineer or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by:
- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
In the performance of your ongoing operations for the additional insured(s) only at the location designated by the "work contract"

The coverage afforded to such person or organization does not apply to "bodily injury", "property damage", "personal and advertising injury" occurring after the earliest of the following times:

- a. When "your work" under the "work contract" (other than service, maintenance or repairs) has been completed.
 - b. When that portion of "your work" under the "work contract" out of which any injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. When our coverage for you under this policy or a renewal of this policy terminates and is not continued by other insurance provided by us.
"Work contract" means a written agreement into which you enter for work performed by you or on your behalf.
11. Any person or organization to whom you are obligated by virtue of a written "insured contract" to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance, or use of that part of any premises or land leased to you.

This does not apply to:

- a. Any "occurrence" that takes place after you cease to be a tenant on those premises, or cease to lease the land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such insured.

SECTION V-DEFINITIONS

The following is added:

23. "Work contract" means a written agreement into which you enter for work performed by you or on your behalf.

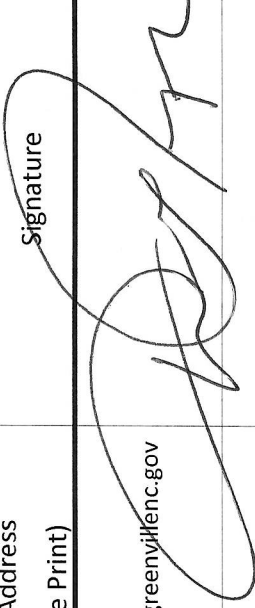
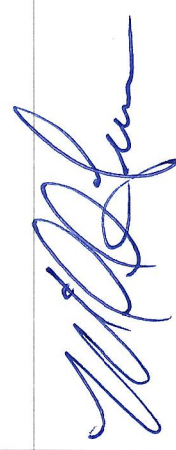



Purchasing Office Only: Received: _____ Bid No.: <u>24-25-20</u>

City of Greenville Pre-Solicitation Bid Request Checklist:

Note: This checklist will be used to provide information to the Purchasing Division to initiate the bidding process. Please allow up to 48 hours for the first bid draft.

Overview				
Department Name:	Public Works Buildings and Grounds			
Date of Request:	October 24, 2024			
Project Manager Name:	Michael Turner			
Project Manager Extension:	4921			
Project Manager Email:	mturner@greenvillenc.gov			
Project Budget:	\$ 95,000			
Funding Source:	Local	Federal/Grant	State	
Project Title: Provide a brief detailed description of the solicitation. <i>*Attach separate document with proposed scope of work. (Copy of Bid/Proposal).</i>	Mowing/Landscape maintenance contract #3 Greenwood Cemetery			
Type of Solicitation	ITB	RFP	RFQ	RFI
Type of Project (Circle One)	Construction	Professional Service	Purchase	Service
Project Term (Circle One)	1 Year	2 Years	3 Years	4 Years 5 Years
Companies to Notify of Bid—Email Addresses	Email Address:			
If it doesn't apply to your bid, type N/A.	Email Address:			
	Email Address:			
	Email Address:			
	Email Address:			
MBE Goal	4%			
WBE Goal	4%			
Preferred Date: Advertise	October 30, 2024			
Preferred Date: Site Visit/Conference Room	November 12, 2024 Public Works Main Conference Room			
Pre-Bid Meeting	Y or N	Mandatory	or	Non-Mandatory
Conference Room/Location	November 12, 2024 Public Works Main Conference Room			

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
1 COG PWD	D. Thompson	dthompson@greenvillenc.gov		252-329-4522
2 COG PWD	A. Lewis	alewis@greenvillenc.gov		252-329-4522
3 COG PWD	M. Turner	mturner@greenvillenc.gov		252-329-4921
4 COG Purchasing	W. House	whouse@greenvillenc.gov		252-329-4862
5 COG PWD	K. Heifferon	kheifferon@greenvillenc.gov		252-329-4522
6 COG PWD	K. Mulligan	kmulligan@greenvillenc.gov		252-329-4522
7 <i>COG PWD</i>	<i>S. Carradine</i>	<i>WCarradine@CityofGreenville.gov</i>		<i>752-329-4522</i>
8 <i>Hexyn Tech</i>	<i>Shamara Grant</i>	<i>Shamara@HexynTech.com</i>		<i>631-697-7850</i>

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
9 Hexyntech	Fern Corrids	ian@hexyntech.com		201-787-8253
10 Barrier Outdoor Ventures	Jared Barrier	jared@barrieroutdoors.net		910-705-4004
11 JTB Lawn Care Tree	Stacy hodges	johannuncorn@jtb.com		252-508-1113
12 ATLANTIC COAST LANDSCAPE	ROBERT BLACK	service@atlanticcoastlandscape.net		252-229-5099
13 Gainus Lawn Maintenance	Trent Gainus	gainuslawn@gmail.com		910-382-2669
14 Plank Landscaping	Andrew Witherspoon	Andrewwitherspoon@gmail.com		980-365-1857
15 B & G Mowing and Maintenance	Graham Matthews	matthewsgrahame@gmail.com		(252) 230-5843
16 BT Carowuun	Christal Simpson	sales@btcarowuun.com		252-714-1424 571-221-6293

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
17 CREATIVE CUTS CHUNC ARE	JASON COX JR	CREATIVE CUTS 70 @gmail.com	<i>[Signature]</i>	327-2603
18 COG	Wanda House	W HOUSE @ Greenville nc.gov	<i>[Signature]</i>	329-4807
19 Bradley's Lawn Care	L Bradley-Darden	dtbgd5@yahoo.com	<i>[Signature]</i>	(252) 367-0305
20 Best Funeral Service Contractors LLC	Ricky Best	best funeral service contractors @gmail.com	<i>[Signature]</i>	(919) 440-0162
21				
22				
23				
24				

City of Greenville Public Works Department
Cemetery Maintenance
Pre-bid Sign In Sheet

Contract #3
Contract #11
Contract #12
Contract #13

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
25				
26				
27				
28				
29				
30				
31				
32				

City Of Greenville, NC
Public Works Department/Buildings and Grounds Division
Tuesday, November 12, 2024, at 2:00 PM
Pre-Bid meeting agenda
Mowing Contracts #3, 11, 12, 13

1. Introductions

- 1.1. City Staff to introduce
- 1.2. Confirm all attendees complete sign-in sheet
- 1.3. Welcome all attendees to Pre-Bid meeting
- 1.4. Please hold questions until the end unless the question is specific to item currently being discussed. All questions can be sent via email to mturner@greenvillenc.gov until Wednesday, November 27, at 5PM.
- 1.5. All items will be on the City website regarding the bid requests
- 1.6. Questions about specifications-Michael Turner. Questions about the bid package-Wanda House. Questions about M/WBE info-Wanda House
- 1.7. Site visit(s) are optional. Email Michael Turner for scheduling.

2. Overview of Project

- 2.1. Bid #24-25-20, #24-25-21, #24-25-22, #24-25-23 (Cemetery Maintenance)
- 2.2. The scope of work
- 2.3. Review bid package and general specification notes
- 2.4. Highlight certain points

3. Special Conditions

- 3.1. Work must comply with OSHA regulations
- 3.2. Contractor is responsible for all work associated with the scope of work
- 3.3. Contractor is responsible for all measurements

4. Work Location(s)

- 4.1. Various City-owned Cemeteries, Greenville, NC

5. Bid Submittal

- 5.1. All bids are due Thursday, December 12 at 2:00 p.m. on the forms provided in a sealed envelope labeled with the correct language on the outermost envelope. Email submission will not be allowed. No faxed submissions will be accepted.
- 5.2. There will be no public bid opening. Bid evaluation will be by PW staff. Bid tab will be available by request after the award of the project.
- 5.3. All required responses are to be submitted on the forms provided. Bids will be listed as unresponsive otherwise.
- 5.4. Bidders are to provide 3 references for similar work performed on the form provided. References must be included to be considered responsive.
- 5.5. The City of Greenville reserves the right to reject any and all bids, to waive any formalities and to accept the bid or any portion there of that is deemed most advantageous to the City. Any bid submitted will be binding for 90 days after the bid opening.

- 5.6. Certificate of insurance, workers compensation, general liability and vehicle insurance will be required and must be maintained throughout the work duration.
- 5.7. Addenda will be posted by Thursday, December 5, at 5PM. Must record each addendum on bid submittal sheet.

6. Minor/Women Business Enterprise

- 6.1. 4% MBE
- 6.2. 4% WBE
- 6.3. **Bidders must fill out M/WBE ID form and either Form 1 OR 2.** Bid will be considered unresponsive if both forms are filled out.

All firms submitting bids agree to utilize minority and women – owned firms whenever possible

7. Equal Employment Opportunity Clause

- 7.1. By submitting a bid, you attest that you are an equal opportunity employer and have a policy of non-discrimination regarding handicapped individuals.

8. New vendor registration

- 8.1. Must register as a vendor on the VSS portal *signed W9* or update current profile
- 8.2. Must have a vendor number prior to award of contract

9. M/WBE Comments

10. Purchasing Division Comments

11. Questions








12. Closing

Reminders: Questions due Wednesday, November 27 @ 5:00 pm
Answers due/posted as an addendum Thursday, December 5 @ 5:00 pm
Bids due: Thursday, December 12 @ 2:00 pm sealed in envelope with correct language.

Contract #3
 Contract #11
 Contract #12
 Contract #13

City of Greenville Public Works Department
 Cemetery Maintenance
 Site Visits

Various site visits
 Prospective Contractors
 By Appointment

Time of site visit (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
1 COG PWD	D. Thompson	dthompson@greenvillenc.gov		252-329-4522
2 COG PWD	M. Turner	mturner@greenvillenc.gov		252-329-4522
3 COG PWD	S. Cannaday	wcannaday@greenvillenc.gov		252-329-4921
4 November 19, 2024 @10AM Atlantic Coast Landscape	B. Block	service@atlanticcoastlandscape.net		252-329-4862
5 COG PWD	D. Thompson	dthompson@greenvillenc.gov		252-329-4522
6 COG PWD	M. Turner	mturner@greenvillenc.gov		252-329-4522
7 COG PWD	S. Cannaday	wcannaday@greenvillenc.gov		
8 November 25, 2024 @ 2PM Plank Landscaping	A. Witherspoon	andrewwitherspoon@gmail.com		

Contract #3
 Contract #11
 Contract #12
 Contract #13

City of Greenville Public Works Department
 Cemetery Maintenance
 Site Visits

Various site visits
 Prospective Contractors
 By Appointment

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
9				
10				
11				
12				
13				
14				
15				
16				

Contract #3
 Contract #11
 Contract #12
 Contract #13

City of Greenville Public Works Department
 Cemetery Maintenance
 Site Visits

Various site visits
 Prospective Contractors
 By Appointment

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
17				
18				
19				
20				
21				
22				
23				
24				

Contract #3
 Contract #11
 Contract #12
 Contract #13

City of Greenville Public Works Department
 Cemetery Maintenance
 Site Visits

Various site visits
 Prospective Contractors
 By Appointment

Company Name (Please Print)	Representative Name (Please Print)	Email Address (Please Print)	Signature	Phone Number
25				
26				
27				
28				
29				
30				
31				
32				

**City of Greenville Public Works Department
 Bid Tabulation Sheet**

Contractor Name	Bid Received on time	Contractor Reference Information	Contractor Data Form	Request for Bids Form	Addendum Acknowledgement	E-Verify Form	M/WBE Instructions	M/WBE Form 1 OR 2	Total Annual Bid Price
1st Choice Lawn care and Landscaping, LLC	Yes	Yes	Yes	No*	No	No*	No**	Yes	\$88,920.00
Atlantic Coast Landscape Company	Yes	Yes	Yes	Yes	Yes	Yes	No***	Yes	\$167,200.00
Bradley's Lawn care and Cleaning Services, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$95,000.00
Lawn and Order Mowing, LLC	Yes	Yes	Yes	Yes	Yes	Yes	No**	Yes	\$45,030.00
Plank Landscaping, LLC****	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$83,600.00
Precision Lawn care and Landscaping, Inc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$90,250.00
WAC Corporation of Greenville	Yes	Yes	Yes	Yes	Yes	Yes	No***	Yes	\$152,000.00
Thompson Nursery	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$97,660.00
*Form turned in but not filled out completely									
**Form turned in but not filled out									
***Form not turned in with submitted bid package									
****Company not in compliance with contract requirements as outlined in the invitation to bid.									

Bid Certified by : M. Turner
 Building Facilities Coordinator

Signature: *Michael Turner*

Date: 12/19/2024



City of Greenville, North Carolina

Meeting Date: 03/24/2025

Title of Item: Contract Award for Professional Services for Micro Transit Shared Ride Software

Explanation: The City of Greenville operates a mass transit bus system called Greenville Area Transit (“GREAT”) that serves the greater Greenville area. GREAT is owned and operated by the City of Greenville as the Transit Division of the Public Works Department. GREAT is seeking to introduce on-demand public transit through a shared ride Micro Transit service model. GREAT will operate a one-year pilot program in the city that is currently served by the Route 4 bus and plans to expand Micro Transit into additional zones throughout the city upon the completion of a successful pilot program. The City advertised for professional services for Micro Transit Shared Ride Software on October 31, 2024.

GREAT is currently establishing a pilot wherein GREAT will begin operating a hybrid transit system, incorporating “Micro Transit” on-demand service vehicles with fixed route bus service to provide shared ride service in defined service areas. The launch of a pilot program will introduce on-demand vehicle service in the city currently served by Route 4. The pilot is planned to launch once a software service provider has been obtained. The City will operate a Micro Transit service using City staff and City owned vehicles utilizing a software that is designed for on-demand transit services.

Year one (1) of the contract will begin upon issuance of a Notice to Proceed and end on the date of the signed and fully executed contract.

On December 10, 2024, staff received six (6) proposals in response to the Request for Proposals (RFP). Spare Labs, Inc. was selected as the most qualified firm.

Fiscal Note: The City will enter a contract with Spare Labs, Inc. in the amount of \$81,907.93, including implementation cost, for year one (1) and \$61,525.82 for year two (2) and year (3) starting FY 2025 and ending FY 2028. The contract cost is reimbursable by the Federal Transit Administration's (FTA) 5307 fund, with a federal reimbursement of 80% of the total cost of this contract.

Recommendation: City Council award a professional services contract to Spare Labs, Inc. for the MicroTransit Shared Ride Software contract in the amount of \$204,959.57 (3-year amount).

ATTACHMENTS

- CONTRACT FOR MICRO TRANSIT RIDE SOFTWARE - SPARE LABS INC..pdf**
- COG-#1197871-v1-Transit_RFP_#24-25-24_Microtransit_Shared_Ride_Software.pdf**
- COG-#1199771-v1-Transit_RFP_#24-25-24_Microtransit_Software_-_Addendum_1.pdf**
- Spare - GREAT RFP 24-25-24_Redacted.pdf**



AGREEMENT FOR CONTRACTOR SERVICES

Microtransit Shared Ride Software Contract

THIS Agreement made and entered into on this date, _____, by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and has a primary address of 200 W. Fifth Street, Greenville, NC 27858 and Spare Labs, Inc., a foreign corporation, organized and existing under the laws of the Province of British Columbia, Canada, and duly authorized to conduct business in the State of North Carolina as Spare Labs, Inc., Party of the Second Part and hereinafter referred to as the “Contractor” whose primary offices are located at Suite 810, 815 West Hastings Street, Vancouver, BC, V6C 1B4 Canada.

GENERAL RECITALS

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

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

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

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

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall provide services for the Microtransit Shared Ride Software Contract, as designated by the Public Works Director, or designee, within the Public Works Department and defined in the Request for Proposal (“RFP”) RFQ #24-25-24 and amendments, if any, said work being hereinafter referred to as the “Work”. The RFP and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Contractor will perform all work within this contract and scope of work with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

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

I.D. SUBCONTRACTS

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

- I.D.1. The Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Contractor shall notify all subcontractors under this contract of ALL new work assignments made by the City to the Contractor regardless of any particular sub-consultant’s engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

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

II.A. DATA AND SERVICES

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

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

This Agreement will expire ***March 31, 2028***.

Upon successful completion of the first three (3) year, this Agreement may be extended by the City in its sole discretion, annually for up to a total of two (2) additional years from the annual renewal date.

III.B. DELIVERABLES

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

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Contractor services as outlined in ARTICLE I – Microtransit Shared Ride Software Contract, the Contractor agrees to provide services as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth. Attached is Exhibit “B” from the RFP # 24-25-24, and is the Contractor’s established pricing.

Year one (includes implementation cost), a not-to-exceed amount of:

\$81,907.93 (EIGHTY-ONE THOUSAND, NINE HUNDRED AND SEVEN DOLLARS AND NINETY-THREE CENTS)

Year two, a not-to-exceed amount of:

\$61,525.82 (SIXTY-ONE THOUSAND, FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND EIGHTY-TWO CENTS)

Year three, a not-to-exceed amount of:

\$61,525.82 (SIXTY-ONE THOUSAND, FIVE HUNDRED AND TWENTY-FIVE DOLLARS AND EIGHT-TWO CENTS)

Payment shall be based upon the areas completed by the Contractor during the previous month. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. Upon successful completion of year three (3) of this contract, per specifications and directives, and at the written request by the Contractor at least 30 days prior to the renewal date of this contract, the Contractor may be eligible for an annual increase for year four (4) and year five (5). The annual increase will be based on the current year consumer price index (CPI) but shall not exceed 5%. Each request MUST be in writing and submitted at least 30 days prior to the contract renewal date for each year of the request in order to receive the annual increase. This request for increase will be reviewed and approved by the Director of Public Works (or their Designee) and the Contractor will be notified in writing of these changes.

IV.B. PAYMENT

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

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

All invoices shall be directed to: *Transit Manager, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to estalls@greenvillenc.gov

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. **TERMINATION**

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

- V.A.1. **DEFAULT.** The Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor regarding the condition(s) and the Contractor shall rectify in a timely manner. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor is expected to remove all employees and equipment from the premises immediately.
- V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Contractor shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of TFC or as soon afterwards as is practical, Contractor shall give the City all Work, including partly completed Work.
- V.A.3. **FUNDING.** In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.
- V.A.4. **FORCE MAJEURE.** This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
- V.A.5. **EXPIRATION.** Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

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

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

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

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

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

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.
- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a

building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

- f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Contractor’s activities and operations while performing services under this contract. The Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.
- h. **LIMITATION OF LIABILITY - EXCEPT FOR BODILY INJURY OR DEATH OF A PERSON CAUSED BY CONTRACTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, OR EMPLOYEES BE LIABLE FOR: (A) SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OR INACCURACY OF DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES; OR (B) ANY AMOUNTS THAT EXCEED THE FEES PAID OR PAYABLE BY CITY UNDER THIS CONTRACT IN THE 12 MONTHS PRECEDING THE CLAIM, REGARDLESS OF THE THEORY OF LIABILITY.**

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

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

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

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

- b. **Commercial General Liability:**

Limits:

Each Occurrence: \$1,000,000

Personal and Advertising Injury \$1,000,000

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

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

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

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

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

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

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

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

V.E. **RELATIONSHIP WITH OTHERS**

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

V.F. **NOTICE**

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

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

Consultant/Contractor:
Spare Labs, LLC
Suite 810, 815 West Hastings Street
Vancouver, BC V6C 1B4 Canada
Attn: Kristoffer Vik Hansen, CEO

V.G. **ADDITIONAL PROVISIONS**

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

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

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

V.G.2.

OWNERSHIP OF DOCUMENTS

- (i) All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the City without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the City, such alteration or reuse shall be at the City's sole risk. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. These items could become the property of the City, if the City so elects.
- (ii) As between Contractor and City, City shall own all right, title, and interest in and to the "City Data," being all data entered by end users through Contractor's Software-as-a-Service offering ("Platform").
- (iii) All drawings, designs, specifications, manuals, reports, studies, surveys, models, software (including source code), and any other documents, materials, data (other than City Data), and products ("Work Products") prepared or assembled by Contractor or obtained from others by Contractor in connection with the services under this contract shall be the property of Contractor. Contractor may use its own previously developed data, documentation, software, concepts, materials, or information, in whatever form, or develop the Work Products in performing its services for City hereunder.
- (iv) Contractor shall own and retain all right, title, and interest in and to:
 - a. The Platform and the supporting Software (as defined below), all improvements, enhancements, or modifications thereto.
 - b. Any Software, applications, inventions, or other technology developed in connection with providing the Platform or support.
 - c. The documentation therefore and all intellectual property rights related to any of the foregoing. No rights are granted to City hereunder other than as expressly set forth in this contract.
- (v) Contractor shall have the right to collect and analyze aggregated anonymized data and other information relating to the provision, use, and performance of various aspects of the Platform and related systems and technologies, including, without limitation, aggregated and anonymized information derived from City Data (together, "Learning Data"). Contractor shall hold all right, title, and interest to Learning Data and, without limiting such ownership, will be free (during and after the term hereof) to:
 - a. use such information and data to improve and enhance the Platform or the services and for other development, diagnostic and corrective purposes in connection with the Platform and other Contractor offerings; and
 - b. disclose such data solely in aggregate or other de-identified form in connection with its business (including without limitation for marketing and sales purposes).
- (vi) City hereby covenants that it will not, directly or indirectly, jointly or severally:

- a. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the services or any software, Documentation, or data related to the Platform (“Software”).
 - b. modify, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted in writing by Contractor or authorized within the Platform).
 - c. use the Platform or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party.
 - d. remove any proprietary notices or labels.
- (vii) City is solely responsible for, unless otherwise agreed in writing between Contractor and City, providing terms of service and privacy policy in respect of use of the Platform by City’s end users (which shall be an agreement solely between City and such end user); and obtaining the requisite permission, consent, or other lawful basis from or in respect of end users for the use, storage, and processing of their personal information.
- (viii) City is hereby granted a non-exclusive, non-transferable, revocable license to use the Platform solely during the term of this Contract and solely for its internal business operations.

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

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

Contractor further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

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

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

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

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

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Contractor and all assignees shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this Agreement and all of the City’s claims that

arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Contractor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor

further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.

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

V.G.14.

NON-APPROPRIATION OF FUNDS

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

V.G.15

RECORD RETENTION

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

V.G.16

CONFIDENTIALITY

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified

as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

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

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

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

ENTIRE AGREEMENT

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

V.G.22. **HEADINGS**

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

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

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

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

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

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

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

V.G.26 **CITY MANAGERS AUTHORITY**

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

[Signature Pages Follow]

Spare Labs, Inc.
Vendor # 12530

Munis Contract # _____

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____

SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER: 030-05-55-68-000-000-521500

PROJECT CODE (IF APPLICABLE): N/A

[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Spare Labs, Inc.
Vendor # 12530

Munis Contract # _____

Exhibit A: City's Solicitation

Spare Labs, Inc.
Vendor # 12530

Munis Contract # _____

Exhibit B: Consultant/Contractor’s Proposal



Request for Proposal
MICROTRANSIT SHARED RIDE SOFTWARE
RFP# 24-25-24

**Proposal Due Date:
December 3, 2024 @ 4:00 PM**

**Contact Person: Michael Turner
Title: Building Facilities Coordinator
Phone Number: 252-329-4921
Email Address: mturner@greenvillenc.gov**

Date: October 31, 2024

Subject: Microtransit Shared Ride Software

Contact: Michael Turner – Building Facilities Coordinator

The City of Greenville, NC, Public Works Department’s Public Transportation Division (“Greenville Area Transit” or “GREAT”) is now accepting proposals for on-demand shared ride “microtransit” service software. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the “RFP”).

Sealed proposals to be furnished to the City of Greenville (the “City”) will be received by the Public Works Department at 1500 Beatty Street, Greenville, NC 27834, until 4:00 pm EST on Tuesday, December 3, 2024. Proposals may also be submitted electronically until 4:00 pm EST on Tuesday, December 3, 2024. The City reserves the right to reject any or all proposals.

This RFP outlines a description of the services sought and the documents interested firms will be required to submit including one (1) original proposal signed in ink by a company official authorized to make a legal and binding offer. The RFP must be submitted by email to mturner@greenvillenc.gov or in a sealed envelope marked with the Proposal number and service description as follows, on the envelope:

Request for Proposals
Attention: Michael Turner
GREAT Microtransit Shared Ride Software
RFP# 24-25-24

Mail to:
City of Greenville
Public Works Department
ATTN: MICHAEL TURNER
1500 Beatty Street
Greenville, NC 27834

Email to:
mturner@greenvillenc.gov

Proposals submitted after this deadline or to any location other than that listed above will not be considered.

Written questions concerning this RFP may be submitted in writing to Michael Turner by email only at mturner@greenvillenc.gov. Please insert **RFP# 24-25-24** in the subject line. Questions submitted via telephone will not be answered. All questions must be submitted by Friday, November 15, 2024, by 5:00 pm EST. Answers will be provided via an addendum posted on the City’s website.

Revisions and amendments, if any, will be announced by written Addendum to the specifications. Addendums will be posted to the City’s website at: <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>

SECTION ONE: GENERAL INSTRUCTIONS

1. READ, REVIEW AND COMPLY: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

2. LATE PROPOSALS: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. ACCEPTANCE AND REJECTION: The City reserves the right to reject any and all proposals, to waive any informality in proposals, and, unless otherwise specified by the Vendor, to accept any item in the proposal.

4. WITHDRAWAL OF PROPOSAL: No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

5. CONFLICT OF INTEREST: Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

6. LOCAL PREFERENCE: The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at <http://www.greenvillenc.gov/government/financial-services/purchasing>.

7. TAXES: Sales taxes may be listed on the proposal but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

8. CITY RIGHTS AND OPTIONS: The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute, or otherwise modify this RFP at any time.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
- To require one or more Service Providers to supplement, clarify, or provide additional information in order for the City to evaluate the Responses submitted.
- To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

9. PUBLIC RECORDS: Any material submitted in response to this RFP will become a "public record." Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion

from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

10. ACCURACY OF RFP AND RELATED DOCUMENTS: Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification is necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative.

11. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

12. PROPOSAL BINDING: This proposal is binding for a period of ninety (90) days.

SECTION TWO: PROPOSAL

1. INTRODUCTION

The City operates a mass transit bus system called Greenville Area Transit ("GREAT") that serves the greater Greenville area. GREAT is owned and operated by the City of Greenville as the Transit Division of the Public Works Department. GREAT is seeking to introduce on-demand public transit through a shared-ride microtransit service model. GREAT will operate a one-year pilot program in the area of that city that is currently served by the Route 4 bus. It plans to expand microtransit into additional zones throughout the city upon the completion of a successful pilot program.

2. BACKGROUND

GREAT was created in 1976 as a department of the City of Greenville, NC. The City of Greenville opened the G.K. Butterfield Transportation Center in downtown Greenville in August 2018 where GREAT currently carries out its daily operations as well as serving as a transportation hub for Greyhound, Amtrak Connector, and other local transportation services.

GREAT operates a network of six (6) fixed bus routes. Currently, service is provided Monday through Friday from 7:25 AM to 5:15 PM. The City is extending service hours in the Winter 2024/Early 2025 to operate Monday through Friday from 6:25 AM to 8:15 PM and Saturday from 9:25 AM to 4:15 PM. GREAT's

complementary paratransit service, a partnership with Pitt Area Transit System (PATS), operates during the same days and hours of service as the fixed routes.

GREAT is currently establishing a pilot wherein GREAT will begin operating a hybrid transit system, incorporating “microtransit” on-demand service vehicles with fixed route bus service to provide shared ride service in defined service areas. The launch of a pilot program will introduce on-demand vehicle service in the area of the city currently served by Route 4. The pilot is planned to launch once a software service provider has been obtained. The City will operate a microtransit service using City staff and City-owned vehicles utilizing a software that is designed for on-demand transit services.

GREAT Transit – Current System Information

Component	Quantity or Description
Revenue Vehicles – Buses	13
Revenue Vehicles – Vans	4
Fixed Routes	6
Bus Stops Locations	271
Transit Bus	35’ Low Floor Gillig
Transit Vans	Toyota Sienna and Ford Transit Vans, some with ADA features

3. DESCRIPTION OF SERVICES (SCOPE OF WORK)

3.1. Software-as-a-Service (SaaS)

3.1.1. Rider App

- Intuitive and easy-to-use with minimal training
- White-labeled design with custom branding unique to service
- Accessibility features, including meeting WCAG 2.1 AA and ADA requirements
- Multiple payment options available in the rider app, including credit cards, prepaid debit cards, and vouchers
- Both on-demand and pre-scheduled trips available as trip options

3.1.2. Integrated Transit

- Local bus stops visible in rider app
- Fixed route trip and on-demand trip proposal provided in rider app
- Intermodal trip proposals, consisting of fixed route and on-demand trip segments, provided in rider app

3.1.3. Driver Application

- Routing based on mapping software layers, such as Google Maps, Apple Maps, and/or custom mapping layers
- Routing that takes into account traffic speeds and road closures
- Multi-channel communications to riders (e.g., text, phone)

3.1.4. Dispatch Center

- Single view into all demand response services
- Intuitive and easy to use booking capabilities on behalf of riders

- Schedule & planning view to easily track and message riders and drivers
- Map view to see all vehicles in service area
- Real-time service alerts to escalate issues that need to be addressed

3.1.5. Trip Routing Rules

- Enable door-to-door, corner-to-corner, or pre-set virtual stop service for pick-ups and drop offs
- Modify service parameters (e.g., maximum walk distance, maximum trip duration) based on location/region, time of day, day of the week, and trip type(s)
- Routing based on real time speeds and road closures
- Set and enforce trip rules (e.g., allowing only first mile/last mile trips)
- Multimodal trip planning and booking that compares available fixed route and on-demand trip options, then recommends the best trip(s) to riders based on issuer's rules

3.1.6. Reporting and Audit Support

- Standard, filterable, and self-service analytics dashboards
- Raw data exports for ad hoc queries and integration into planning software
- Map-based reporting, showing rider origins & destinations and hot-spots
- Automated National Transit Database (NTD) reporting

3.1.7. Fares & Pricing

- Ability to accommodate a variety of pricing models, such as:
 - Flat fare
 - Distance based fare
 - Location/origin-based fare (ex. free rides to or from City Hall)
 - Additional passenger-based fare (e.g., ability to discount additional riders, service animals, personal assistants)
- Ability to provide promotional pricing, such as:
 - Free rides (e.g., for the day, to or from a specific location, etc.)
 - Ad-hoc promo codes upon request (for special events, weather/emergencies, etc.)
 - Ability to create codes/vouchers for hospitals, schools, food banks, etc.
- Ability to provide fare options for the unbanked, such as:
 - Locally purchased transit card
 - Cash

3.1.8. Integrations to Existing or Future Systems

- APIs that expose origin/destination to third party applications (e.g., transit planning applications)
- APIs for fare integration
- APIs for other third-party integrations

3.2. Planning and Support

3.2.1. Marketing & Rider Growth

- Consistent or ad hoc marketing support throughout the contract duration (e.g., email, posters, social posts, flyers)

- Design, distribute, collect, and analyze rider surveys through appropriate channels (e.g., email, text, or rider app)

3.2.2. Community Engagement Support

- Support the issuer with presenting on/representing the service at key local community events
- Support press events as needed, and facilitate ride alongs for key stakeholders (e.g., public officials)
- Interface with riders or key target populations/groups directly to educate them on the service and capture their feedback about the service

3.2.3. Customer Success Management

- Provide a single point of contact for support issues and to discuss service performance and opportunities for improvement
- Hold executive reviews every 3-6 months

3.2.4. Technical Support

- Provide 24x7 software support
- Provide call center support for ride bookings via telephone call

3.2.5. Ongoing Service Design

- Model and recommend service changes based on changes to budget, issuer priorities, or community needs
- Implement agreed-upon service changes with minimal disruption to existing services

3.2.6. Funding & Policy Support

- Policy and public relations support to advocate for service and garner support within the community and with elected / appointed officials
- Full grant writing support for grants that can be used to support or expand the service

3.2.7. Ongoing Service Consulting

- Provide robust data and analysis on ridership trends, rider experience, most frequent destinations and rider use cases
- Provide proactive and ad hoc recommendations to better meet service goals
- Recommend and facilitate ways to leverage the proposed solution for other important use cases / community needs (e.g., support student transportation)

4. TERMS OF AGREEMENT

Bids must include costs of hardware, installation, and training plus three (3) years of service with the option to extend for up to three (3) years exercisable in one (1) year increments.

5. PAYMENT

The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

6. PROPOSAL FORMAT AND CONTENTS

All Proposals shall be in 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. All hard copy submissions should be bound in a three-ring binder or spiral bound with tab dividers corresponding to the content requirements specified below.

The total length of the contractor's proposal (including exhibits) should not exceed 40 pages. Forms required by the City of Greenville to accompany the proposal do not contribute towards the page limit.

Proposers are required to submit proposals in the following format:

A. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor, acknowledging all addenda issued for this RFP. The cover letter shall provide the legal name, address, telephone, and facsimile numbers of the Contractor along with the name, title, address, telephone, and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Contractor's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

The Cover Letter should be no more than two pages and must include the firm's State of Incorporation and Federal Tax ID number.

Each Contractor shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal:

"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

B. Executive Summary

The Contractor shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal that make it superior or unique in addressing the needs of the City.

C. Body of the Proposal

Address each of the criteria listed in **Section Two #12: Evaluation Criteria**.

D. Federal Certification

E. Exhibits

To include materials intended to assist in the evaluation of the firm but should not attempt to replace or supersede information included in letters A through C of the proposal format.

7. QUESTIONS

Questions must be asked in writing via email addressed to Michael Turner at mturner@greenvillenc.gov with the RFP 24-25-24 mentioned in the subject line of the email. All questions must be submitted by

Friday, November 15, 2024, by 5:00 pm EST. Answers will be provided via an addendum posted on the City's website.

8. SELECTION PROCESS

Following is a general description of the selection process:

- All qualified firms who submit responsive, responsible proposals will be considered.
- The proposals received in response to this solicitation will be evaluated and ranked, by the Evaluation Committee in accordance with the process and evaluation criteria contained below.
- Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred.
- After thoroughly reading and reviewing this solicitation, each Evaluation Committee member shall conduct their independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth below.
- The Evaluation Committee may, at the City's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the **SUBMISSION SCHEDULE AND KEY DATES** at the end of this solicitation.

9. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

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

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "MWBE Professional Services Forms" included in Attachment B. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City's MWBE Program should be directed to Wanda House, Financial Services Manager, at (252) 329-4862.

10. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Greenville is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

11. TITLE VI NONDISCRIMINATION NOTIFICATION

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

12. EVALUATION CRITERIA

Criteria for the selection of the Consultant will include the following and their respective weights:

Criterion	Weight
Quality and response to project requirements	40%
Performance of the firm and/or proposed team on similar projects	20%
Qualifications of the individual(s) proposed for the duties	10%
Cost	10%
Training and warranty	10%
Ability to perform to schedule	10%
Total Score	100%

Score Points	
0	Missing Response
1	Poor Response
2	Satisfactory Response
3	Good Response
4	Excellent Response

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed MWBE participation will be given priority consideration.

An interview phase may or may not be a part of the selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, interviewees will be evaluated based on the following criteria:

1. Overall quality of project presentation
2. Team dynamic
3. Quality of answers provided during the interview

Once a preferred firm is chosen, the City will work with the project team to develop a more detailed scope of services to be included in the project contract. The City reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

13. SUBMISSION SCHEDULE AND KEY DATES

Event	Date and Time
Issuance of RFP	Thursday, October 31, 2024
Deadline to Submit Written Questions	Friday, November 15, 2024, at 5:00 pm
Answers to questions posted on the website	Friday, November 22, 2024
Proposals due	Tuesday, December 3, 2024, by 4:00 pm
Short-listed vendor interviews/demos (optional)	To be determined
Selection	Within 90 days of the “Proposals Due” date

14. FEDERAL REQUIREMENTS

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

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

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

- 1. NONDISCRIMINATION:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

- 2. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

- 3. NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

- 4. PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.

- 5. GOVERNING LAW:** Any agreement, contract, or purchase order resulting from this invitation to bid, request for proposals, or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits

arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed), and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, the Vendor, their agents, and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
9. **CONFIDENTIALITY:** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

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

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

10. **INSURANCE REQUIREMENTS:** Vendor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per

occurrence if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.

- 11. INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Vendor's activities and operations while performing services under this contract.

- 12. E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

- 13. IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

- 14. ADVERTISING:** The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

- 15. FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires;

explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. A reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

16. ASSIGNMENT: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

17. CONFLICT OF INTERESTS:

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

18. NONAPPROPRIATION OF FUNDS. Vendor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction, or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including,

but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City,

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

20. PERFORMANCE OF GOVERNMENT FUNCTIONS: Nothing contained in this Agreement shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

21. E-SIGNATURE AUTHORITY: The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's 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.

22. TERMINATION: The City may terminate this Contract at any time by providing thirty (30) days' written notice to the Contractor. In addition, if Vendor shall fail to fulfill in a timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

ATTACHMENT B

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

MWBE Guidelines for Professional Service Contracts \$50,000 and above

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy the requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitters must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form—instead, complete FORM 2.

FORM 2--Statement of Intent to Perform Work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

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

Statement of Intent to Perform Work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

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

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check the box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check the box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final subconsultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the

 (Company Name)
 _____ we will expend a minimum of _____ %
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____ % of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

Replace subconsultant

Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional subconsultant*

Decrease total dollar amount of work

Other

Please describe the reason for the requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Pay Application No. _____

Purchase Order No. _____

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

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

Date: _____

Certified By: _____

Name

Title

Signature

ATTACHMENT C
FEDERAL CLAUSE

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended,

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in

compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may

take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties,

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____



City of Greenville
Request for Proposal
Microtransit Shared Ride Software
RFP #24-25-24

Addendum #1

Date of Addendum: November 21, 2024

**Reason for Addendum: 1) Extension of Proposal Deadline and Page Count
2) Response to Questions**

1) Extension of Proposal Deadline and Page Count

The proposal due date has been extended to **Tuesday, December 10, at 4:00 PM**

The proposal page limit has been extended to **60 pages**. The total length of the contractor's proposal (including exhibits) should not exceed 60 pages. Forms required by the City of Greenville to accompany the proposal, such as federal certification forms and MWBE forms, need not be included in the 60-page proposal length limitation.

2) Response to Questions

- 1 Question:** Would you want us to provide a call center for call-in riders with the software or would the agency handle that?
Answer: Call center.
- 2 Question:** How many vehicles does GREAT intend to use for the pilot?
Answer: Two vehicles will be in service during service hours.
- 3 Question:** Does GREAT have desired project kick-off and service launch dates?
Answer: As soon as practical.
- 4 Question:** Will this pilot be replacing Route 4 entirely?
Answer: Yes.
- 5 Question:** Can you share the current annual ridership of Route 4?
Answer: From July 2023 – June 2024, Route 4 Passengers: 32,134. 10.30% of total ridership.
- 6 Question:** Can you elaborate on the current service productivity of Route 4 like passengers per hour?
Answer: Average Route 4 Passengers Per Hour: 12.86.



- 7 Question:** Will this service include any commingling with the existing paratransit service?
Answer: GREAT'S paratransit service will continue to be operated independently by a third-party contractor.
- 8 Question:** Can you clarify any existing systems (e.g., CAD/AVL, payment systems) that need to be integrated with the microtransit platform?
Answer: GREAT is currently working with ETA Transit and Masabi to provide AVL and payment systems.
- 9 Question:** What are the key performance indicators or metrics that will determine the success of the microtransit service during and beyond the pilot phase?
Answer: Key performance indicators include ridership volume, booking success rate, on-time performance, response time, average wait time, cancelation rate, vehicle capacity utilization, customer satisfaction score, and revenue per mile.
- 10 Question:** Could you elaborate on training requirements for staff and ongoing support expectations for the pilot and beyond? Is there a preference for on-site versus remote training?
Answer: On-site training is preferred for startup training. Continuing training and support can be on-site or remote.
- 11 Question:** Has GREAT allocated a separate marketing budget for distributing materials across various channels, or is the marketing requirement focused solely on the vendor's ability to create content that GREAT will then distribute independently?
Answer: GREAT has funding available to produce and distribute marketing materials; however, GREAT expects marketing material, design, and content to be provided by the vendor.
- 12 Question:** Could you clarify the specific requirements for community engagement support? Additionally, can you provide an estimate of the number of engagements in which you would like our participation during the pilot phase?
Answer: Community engagement support may include participation in project launch event(s), support in public information outreach, and community survey/feedback collection. The number of engagements can be agreed upon as part of the vendor agreement's scope of work.
- 13 Question:** Since the requirement calls for full grant writing support, would it be acceptable for us to propose hourly rates for this service, given that there is no specified standard pricing form to adhere to?
Answer: Hourly rate is acceptable.
- 14 Question:** Would GREAT consider extending the page limit to 60 pages, especially given the 12pt. font size requirement? This extension would allow us to submit a more comprehensive and detailed proposal. Also, are Appendices included in the page limit?
Answer: The City will extend the page limit to 60 pages including vendor appendices. Forms required by the City do not need to be included in the total page count.



15 Question: Would electronic signatures be acceptable on the required forms?

Answer: Yes.

16 Question: Can the City please provide service area (served by Route 4) details, service hours and service days for this microtransit pilot services?

- Also, kindly provide the area details of the additional zones to be included in the future.

Answer: The microtransit pilot service hours will mirror the fixed route service hours at the time of launch. The whole GREAT system will operate the following hours: Monday – Friday 6:15 AM – 8:15 PM and Saturday 9:15 AM – 4:15 PM. Please see Exhibit A of this Addendum for a map of the proposed Route 4 pilot service area (in purple) along with a map of proposed additional zones to be implemented after the pilot period. The Route 4 pilot zone will also connect passengers to the G.K. Butterfield Transportation Center at 600 S Pitt Street, Greenville, NC. All fixed routes and microtransit service zones are subject to change.

17 Question: Can the City please provide the budget for the first year and the subsequent years for this pilot project?

Answer: The City will operate a pilot with two vehicles in the Route 4 area as described in Question 16. The pilot will help the City establish a budget for subsequent years and additional zones.

18 Question: Please provide the recent ridership details served by the Route 4.

- Kindly provide the estimated ridership demand in the coming years, if possible.

Answer: From July 2023 – June 2024, Route 4 Passengers: 32,134. Estimated ridership is unknown; however, GREAT estimates an increase in demand for rides.

19 Question: Can the City provide an estimated number of vehicles that the City anticipates will be needed to run the pilot service?

- If possible, please mention the type of vehicle (EVs, hybrid, wheelchair accessible, etc.) to be used and the seating capacity.

Answer: The pilot will initially have two vehicles in operation at a time within the service area. The microtransit fleet will include four vehicles. Vehicle details are as follows:

Vehicle	Ambulatory Passenger Seats	Wheelchair Securement
2024 Toyota Sienna Hybrid Minivan ADA	4	1
2025 Toyota Sienna Hybrid Minivan #1	6	0
2025 Toyota Sienna Hybrid Minivan #2	6	0
2025 Ford Transit-350 High Roof Van	14	1

Additional on-demand vehicles will be added to the microtransit fleet before expansion from the pilot phase to a full hybrid system.



- 20 Question:** Please confirm if the vendors are expected to provide the drivers, vehicles or any other staffs for this project?
Answer: The vendor is not expected to provide drivers or vehicles for this project.
- 21 Question:** Will the City please provide the locations of the local bus stops that needs to be displayed in the rider app?
• Is there any GTFS requirement for this project? If yes, kindly elaborate on the requirement.
Answer: GREAT is currently updating its GTFS, but the current version is available here: <https://greenvillenc.gov/home/showdocument?id=29101>.
- 22 Question:** The RFP requests an integration requirement to existing and future systems.
• Can the City please provide the details/ list of the mandatory, optional and future integrations required in this project?
• Kindly confirm if the City will provide the APIs for the integrations or if the vendors need to directly get it from the 3rd parties?
Answer: See response to Question 8.
- 23 Question:** Can the City please confirm if proposal submission is via email/website or via hardcopies mailed to the address provided in the RFP or both?
Answer: Proposals may be submitted digitally via email or physically via postal/delivery service at addresses specified in the RFP document.
- 24 Question:** Can City confirm the anticipated Go-Live date for this microtransit pilot project?
Answer: As soon as practical.
- 25 Question:** Can the City confirm if it has a price proposal format/ form or is open to the vendor's pricing format?
Answer: The vendor may provide its own pricing format.
- 26 Question:** The RFP states that, "The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project."
• Can the City please elaborate on this preference policy and confirm, in which circumstances the local preference policy would be taken into consideration in determining the award?
Answer: The Local Preference Policy does not apply to this project.
- 27 Question:** Can the City provide more details re the requirements for the MBE and WBE participation goals? E.g., Does a vendor need to be certified as an MBE and WBE in NC?
Answer: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to construction projects, supplies and materials purchase, and professional and personal service contracts. The City of Greenville Minority and Women Business



Enterprise Program (M/WBE) is a voluntary goals program in construction, purchasing, and professional and personal services based on "good-faith efforts." The MWBE goal for minority and women business participation in professional and personal services is 4%. The MWBE Program Plan is available online at <https://www.greenvillenc.gov/home/showpublisheddocument/8048/638554226078930000>. The Plan provides additional details on the MWBE program, such as "Provider Good-Faith Efforts." Vendors are encouraged to participate in the City's voluntary MWBE Program.

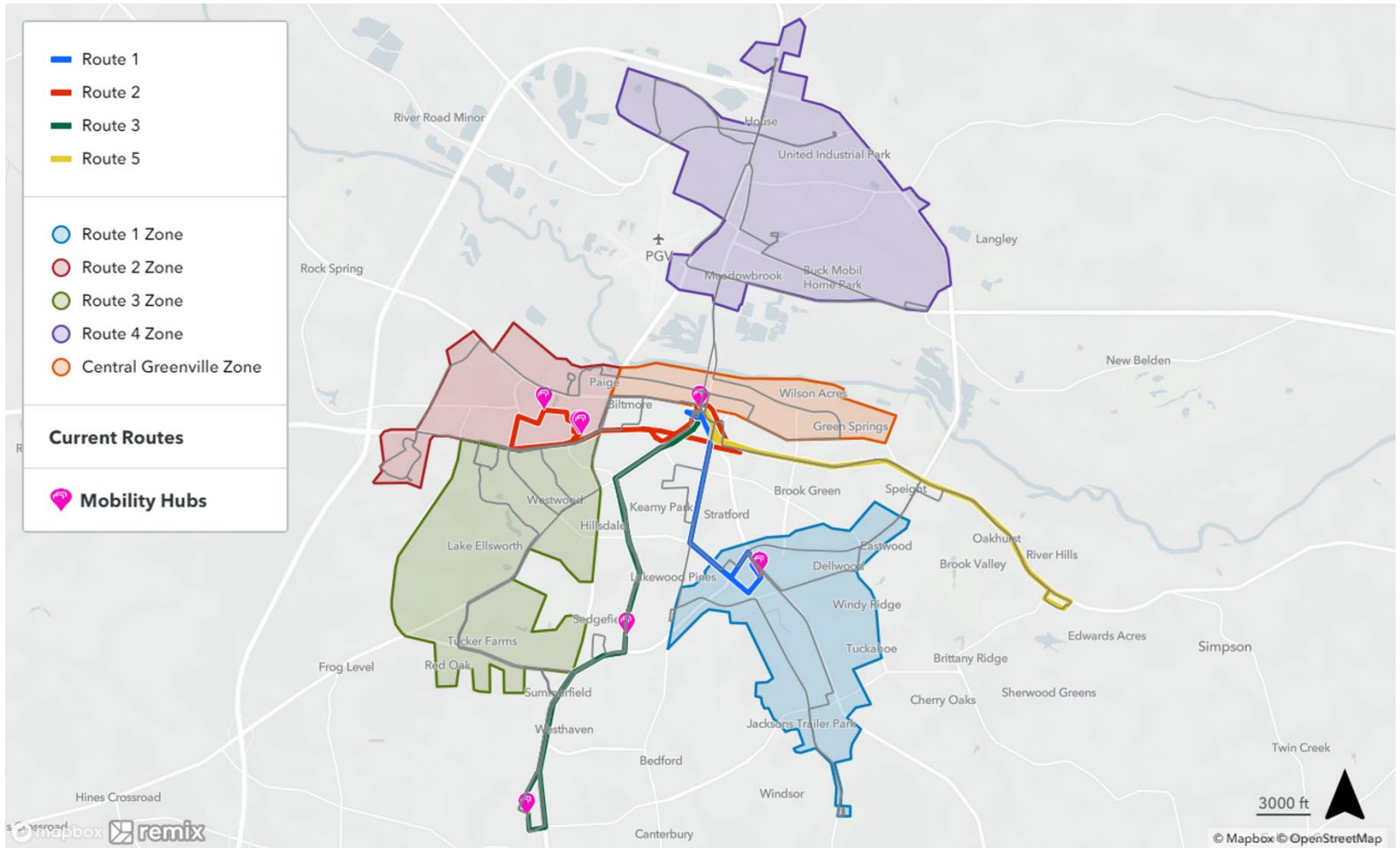
- 28 Question:** Is there any DBE goal for this project?
Answer: GREAT has a goal of 9.375% utilization of Disadvantaged Business Enterprises.
- 29 Question:** Are the vendors expected to provide a certificate of insurance with the proposal submission?
Answer: A Certificate of Insurance is not required with a proposal submission but is required with a contract.
- 30 Question:** The RFP states, "The total length of the contractor's proposal (including exhibits) should not exceed 40 pages. Forms required by the City of Greenville to accompany the proposal do not contribute towards the page limit."
 - Can City please confirm if the cover page, table of contents, pricing proposal, and supplemental documents will be counted towards the page limit?
 - Is it possible to increase the page limit by 10-20 pages enabling the vendors to provide adequate details in their proposals?**Answer:** See response to Question 14.
- 31 Question:** Are there any bid or performance bond requirement for this project?
Answer: No.
- 32 Question:** Is it possible for the City to extend the submission date so that the offerors can provide more responsive, solid, and informative proposals?
Answer: The City will extend the submission date by one week, to December 10, 2024.
- 33 Question:** Will the City accept electronic signatures?
Answer: Yes.
- 34 Question:** Can the City clarify how M/WBE participation will be factored into proposal evaluation?
Answer: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to construction projects, supplies and materials purchase, and professional and personal service contracts. The City of Greenville Minority and Women Business Enterprise Program (M/WBE) is a voluntary goals program in construction, purchasing, and professional and personal services based on "good-faith efforts." The MWBE goal for minority and women business participation in professional and personal services is 4%. The MWBE Program Plan is available online at <https://www.greenvillenc.gov/home/showpublisheddocument/8048/638554226078930000>.



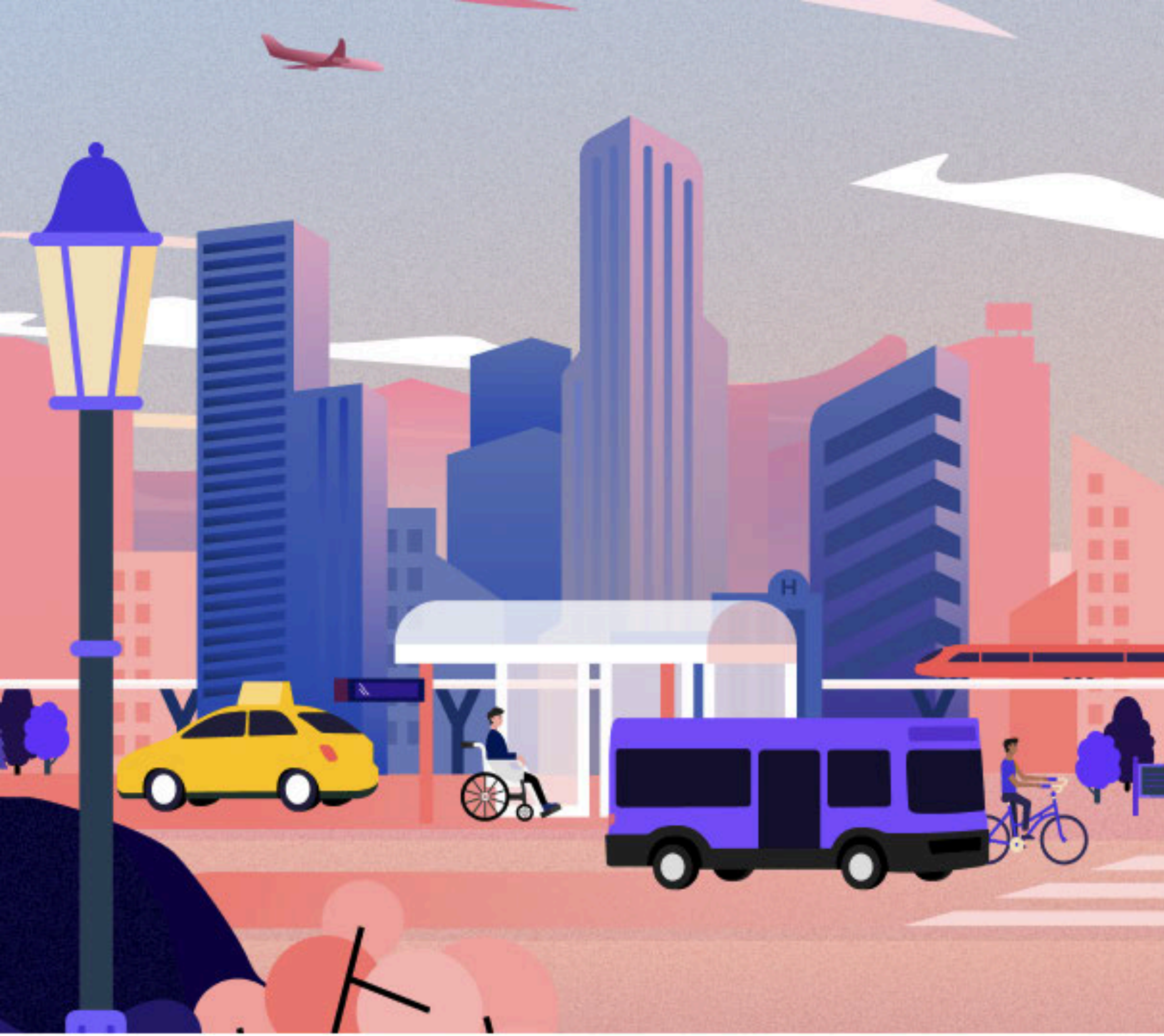
The Plan provides additional details on the MWBE program, such as “Provider Good-Faith Efforts.” Vendors are encouraged to participate in the City’s voluntary MWBE Program. Proposals from potential vendors will be evaluated based on the City’s MWBE Program.

- 35 Question:** Would the City accept evidence of good faith efforts from proposers who are not able to meet the City’s M/WBE goals?
Answer: It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to construction projects, supplies and materials purchase, and professional and personal service contracts. The City of Greenville Minority and Women Business Enterprise Program (M/WBE) is a voluntary goals program in construction, purchasing, and professional and personal services based on "good-faith efforts." The MWBE goal for minority and women business participation in professional and personal services is 4%. The MWBE Program Plan is available online at <https://www.greenvillenc.gov/home/showpublisheddocument/8048/638554226078930000>. The Plan provides additional details on the MWBE program, such as “Provider Good-Faith Efforts.” Vendors are encouraged to participate in the City’s voluntary MWBE Program.
- 36 Question:** Who is the incumbent contractor currently providing these services?
Answer: There is no current contractor providing microtransit software services.
- 37 Question:** Could you share the contract number for the existing or previous agreement?
Answer: There is no contract for existing or previous agreements related to microtransit software services.
- 38 Question:** What is the total value of the current or previous contract?
Answer: There is no current or previous contract for microtransit software services.

EXHIBIT A



All fixed routes and microtransit service zones are subject to change.



Spare Platform: GREAT Microtransit Shared Ride Software RFP

Greenville Area Transit
RFP# 24-25-24
December 10, 2024



Suite 810, 815 W Hastings St
Vancouver BC V6C 1B4
Canada



Confidential, Private & Trade Secret Information

As per our understanding of the *North Carolina Trade Secrets Protection Act* (N.C. Gen. Stat. § 66-152(3)), exempt from disclosure are **"Business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."**

In addition, *North Carolina General Statute* § 132-1.2 addresses the confidentiality of certain information, including trade secrets and specific financial data. It states that public agencies are not required to disclose information that **"meets all of the following conditions: a. Constitutes a "trade secret" as defined in G.S. 66-152(3). b. Is the property of a private "person" as defined in G.S. 66-152(2). c. Is disclosed or furnished to the public agency in connection with the owner's performance of a public contract or in connection with a bid, application, proposal, industrial development project, or in compliance with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State. d. Is designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency."**

Based on this we consider the following information exempt from disclosure:

Confidential/personal information (including names, contact information, resumes, experience, and signatures):

1. Portions of the *Cover Letter*
2. Portions of the *Executive Summary*
3. Portions of Company Information (*About Spare*)
4. Portions of *Firm & Team Performance*
5. Names and Signatures in *Form 1* and *Federal Certification*

Trade secrets and financial information:

1. Portions of the *Cover Letter*
2. Portions of the *Executive Summary*
3. Portions of Company Information (*About Spare*)
4. Portions of the *Project Requirements*
5. Portions of *Firm & Team Performance*
6. The entire *Cost* section
7. Portions of *Training, Warranty & Support*
8. Portions of *Ability to Perform to Schedule*
9. The entire *Exhibit A: Exceptions* section

Spare has provided a redacted version of this proposal, and the information specified above has been removed for your convenience.

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Cover Letter

December 10, 2024

City of Greenville
Public Works Department
1500 Beatty Street
Greenville, NC 27834

Attention: Michael Turner, Building Facilities Coordinator

RFP 24-25-24 | GREAT Microtransit Shared Ride Software

Spare Labs Inc. (Spare) is pleased to submit our proposal for a Microtransit Shared Ride Software RFP for Greenville Area Transit (GREAT). At Spare, our mission is to revolutionize transit services by integrating advanced technology solutions tailored to the unique needs of transit agencies. We understand the critical importance of enhancing existing fixed-route networks through the integration of a microtransit pilot program. **The objectives to improve ridership, service, customer satisfaction, and revenue per mile and to explore the practicality of microtransit services in the City of Greenville, resonate with Spare’s mission of making every ride possible and lay the groundwork for a transformative project.**

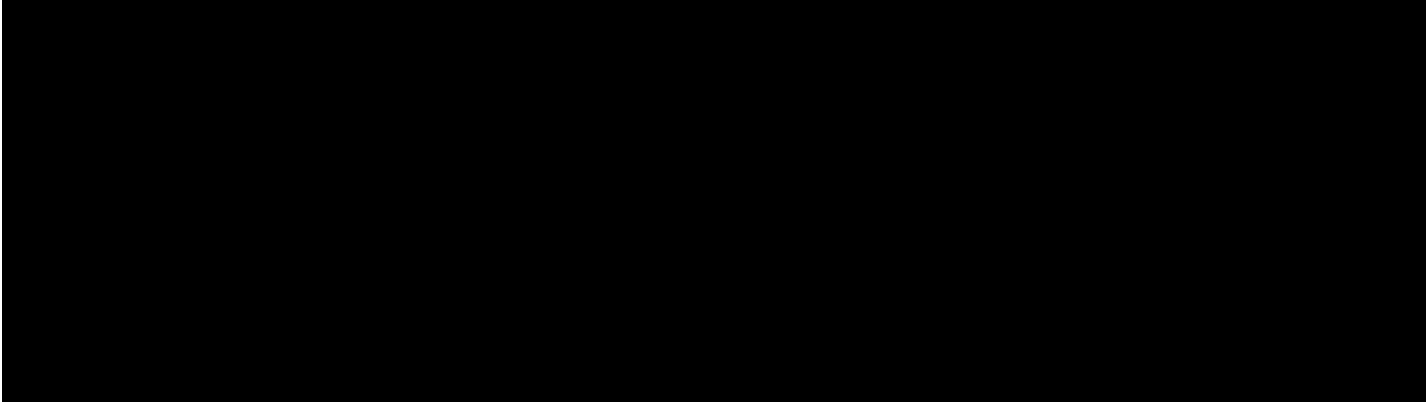
Our approach is designed not just to meet these goals but to exceed them, setting a precedent for future initiatives. Our proposal leverages Spare’s robust platform capabilities and extensive experience in implementing successful microtransit programs worldwide. The platform addresses GREAT’S goals directly by providing:

- [Redacted]
- [Redacted]
- [Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

Spare is dedicated to providing innovative, efficient, and inclusive transit solutions. Our advanced technology, proven track record, and client-focused approach make us the ideal partner for GREAT. We look forward to speaking with you further about this exciting opportunity and answering any questions you may have about Spare and our software solution.

*Please note that the information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts. Spare acknowledges receipt of **Addendum 1**.*



Executive Summary

General Management Philosophies

Accessibility & Compliance

We are committed to building and maintaining software that is accessible for all—regardless of age, disability, or access to technology. **Our platform is designed to adhere to Level AA of the WCAG 2.1 guidelines, which emphasize that systems must be perceivable, operable, understandable, and robust.**

Spare also understands the stringent regulatory requirements transit agencies face to operate compliant and effective demand-response programs. **From inception, our platform was designed to comply with the Americans with Disabilities Act (ADA), Medicaid regulations, and Title III of the Older Americans Act.** Compliance with these standards is vital for agencies to secure and retain funding, and Spare collaborates closely with the FTA, participating in both FTA and third-party audits to ensure data integrity and KPI alignment. Our analytics and reporting tools are fully aligned with FTA standards, ensuring that KPIs such as revenue hours, revenue distance, passenger miles traveled, and OTP meet federal specifications. The platform streamlines ADA compliance through automation, helping agencies efficiently meet requirements like the +/- one-hour booking rule, ¾-mile rule, and 30-minute pickup window, all while optimizing fleet capacity.

Additionally, Spare supports flexible trip scheduling options, including recurring trip subscriptions with customizable start and end dates, as well as other granular configurations. These features ensure ADA compliance while enhancing service delivery and overall operational efficiency.

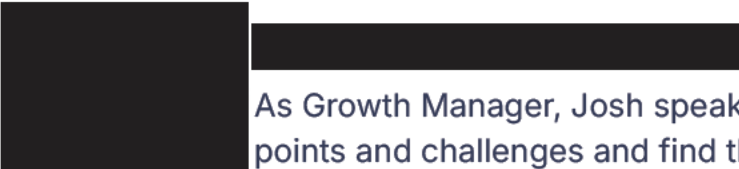
Support

Spare is dedicated to delivering exceptional and responsive support to guarantee GREAT's success. Our approach emphasizes superior customer service and project management, with a focus on consistent communication essential for establishing trust and high-quality software support services. With a **customer satisfaction score of 95%, significantly exceeding the industry average**, Spare demonstrates its commitment to excellence in service delivery.

Our teams exhibit exceptional **agility, characterized by high engagement, responsiveness, and a collaborative approach**. Key personnel, including partner success managers, the CEO, and COO, actively participate in client projects, ensuring a hands-on and tailored experience.

Proposed Project Team

Spare's project team is composed of experienced personnel who have played key roles in transitioning, launching, and optimizing Spare's microtransit services across the US. The team comprises a diverse group of experts, each bringing unique skills and experiences critical for a successful transition to Spare. Below is a high-level summary of the departmental resources, outlining the composition of Spare's project team, followed by a description of each team member's role and experience.



As Growth Manager, Josh speaks with transit agencies to uncover pain points and challenges and find the best solution for individual transit agency needs. He will be involved with any discussions, presentations and negotiations with GREAT. Josh has extensive experience working with organizations to improve the lives of public transportation riders while providing equitable, safe, efficient, and affordable transportation for everybody. Based in Halifax, Josh has been a representative of Spare over multiple sectors of the transportation industry. With his work overseeing Spare's East Coast and university verticals, he understands the nuances of the Spare solution and how it can be tailored to suit your needs. His relevant project experience includes:

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted] Tomás is a Launch Manager at Spare with 7 years of experience in implementation and customer success roles. His expertise in onboarding projects for large organizations and his ability to translate complex processes into clear, actionable steps make him exceptionally well-suited for training roles and ensure transit agencies are fully equipped to operate Spare's platform efficiently. Tomás' relevant project experience includes:

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted] Emma Fricker is a Partner Success Manager at Spare with over 5 years of experience in customer success roles. While her primary focus has been on partner success, Emma has demonstrated a strong ability to manage complex projects and support key functions such as eligibility management. Her background in customer relations and her ability to implement and optimize processes make her a strong candidate to handle eligibility work on this project. Emma's relevant project experience includes:

- [Redacted]
- [Redacted]

- [Redacted]

[Redacted]

Tanveer will provide technical solution advisory support to GREAT, along with the solutions engineering team, during the project mobilization phase. Tanveer has extensive experience in consulting and business analysis. With a background in analytics and data science and a degree in geography, Tanveer brings a wide variety of skills to the mobility space, ranging from running transit simulations to educating stakeholders about microtransit and paratransit. As Spare's Solutions Engineer, Tanveer regularly works with our growth and partner success teams to offer our transit partners technical solutions that drive project implementations forward. A selection of Tanveer's relevant experience includes:

- [Redacted]

[Redacted]

Chad is a seasoned microtransit and paratransit executive for Spare, with over 20 years of experience in transportation operations, planning and innovation. While at CapMetro, he held several key roles including Vice President of Demand Response and Innovative Mobility. During his tenure, he launched their on-demand microtransit services and transitioned their ADA paratransit operations and eligibility systems over to Spare. Chad's leadership in

transitioning and optimizing ADA services ensures that transit agencies can provide high-quality, compliant services to all riders.

Melessa will bring indispensable experience in the microtransit sector to this project through her role as CEO of My Little Helper, where she has led the growth and development of her organization into a leading provider of non-emergency medical transportation services.

Summary of the Proposed Solution

Our proposal for GREAT's Microtransit Shared Ride Software leverages Spare's robust platform capabilities and extensive experience implementing successful microtransit programs worldwide. We offer a comprehensive solution encompassing:

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

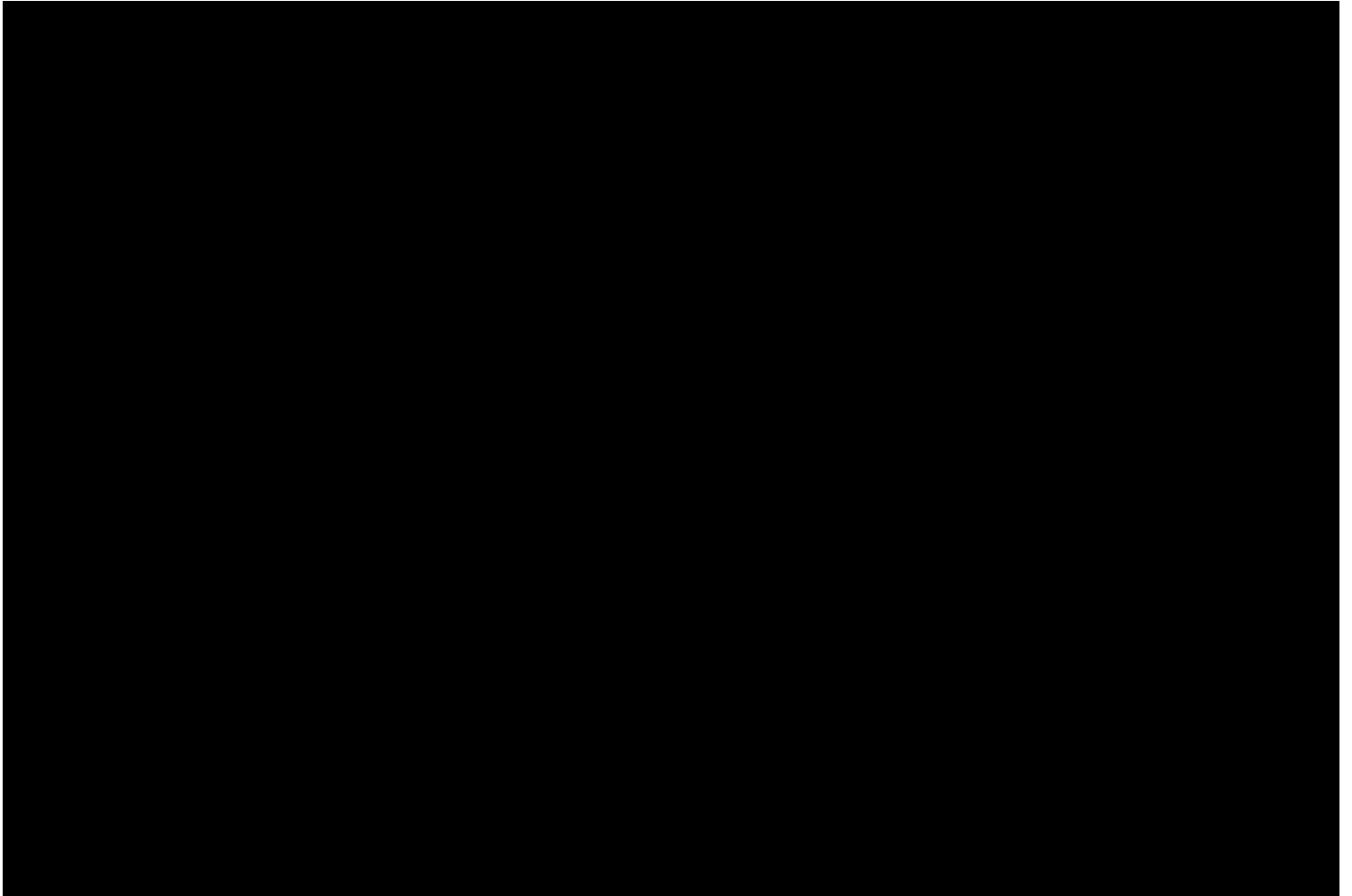
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About Spare

Overview



Since powering on-demand networks with Spare, our customers have achieved incredible results:




- [Redacted bullet point content]


With Spare Platform, public transit agencies of any size and scale can plan, launch and manage ADA paratransit, microtransit, and any type of demand response service from a single modern platform.

Service Design Tools: Built to Be Configurable

We recognize that the best technology alone is not enough to ensure success. There are too many variables at play for a “one size fits all” solution. Whether your agency is looking to deploy a fixed route, flex, deviated, or fully on-demand transit service in your region, Spare Platform’s versatility and configurability makes it easy to do so. Spare offers a suite of flexible, easy-to-use tools to create service zones, stop locations, service hour limits, and more. Our software is made to be used by everyone and everything from zones, services and criteria can be adjusted on the fly.

Why Partner with Spare?

	<p>[Redacted] is backed by a dedicated team offering continuous support and innovative solutions. Leveraging our Series A funding, we've developed an advanced, user-friendly platform that fosters collaboration among leading transit providers, enhancing shared ride accessibility and cost-efficiency.</p>
	<p>Microtransit software founded on flexibility and scalability At the forefront of microtransit, Spare's platform excels in flexibility and scalability, catering to diverse service demands. Our technology seamlessly integrates various vehicle types and collaborates with multiple drivers, supporting rapid deployment and expansion, as demonstrated by partners like [Redacted] and [Redacted]. Our intuitive tools empower quick adaptations to meet regional needs, ensuring efficient and responsive transit services.</p>
	<p>A true partnership that emphasizes your riders above all else Spare prioritizes a partnership model centered around the needs of riders, especially in underserved or transit-scarce areas. Our approach includes detailed service simulations and strategic planning to address</p>

	transit deserts, ensuring that every community benefits from tailored, flexible transit solutions that enhance local mobility and accessibility.
	Laser focused on ridership growth and service efficiency Our data-driven strategy focuses on continuous improvement and ridership growth, evidenced by our partners' success stories like [REDACTED]. Spare's expertise in microtransit has consistently led to significant increases in efficiency and ridership, supported by robust metrics and user-friendly technology that encourages widespread adoption of our services.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[Redacted text block]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]



Building Out Your Microtransit Vision with Spare

Spare Platform's microtransit technology is designed to solve the challenges that many communities often face. A summary of what they are and Spare's software solution is described below.



Improving mobility in areas with low population density

Cities and communities with low population density, or little to no existing public transit infrastructure, can not only be a challenge for residents and their daily travel needs, but it can be a good opportunity for introducing on-demand service. This lack of transit coverage is often related to:

-



A flexible, on-demand service can serve as a local travel option for household residents who either have no private vehicle or as an alternative to traveling in private vehicles.

[Redacted], we have strong rural and urban operational know-how. Spare understands that a fixed route is often not sufficient to connect



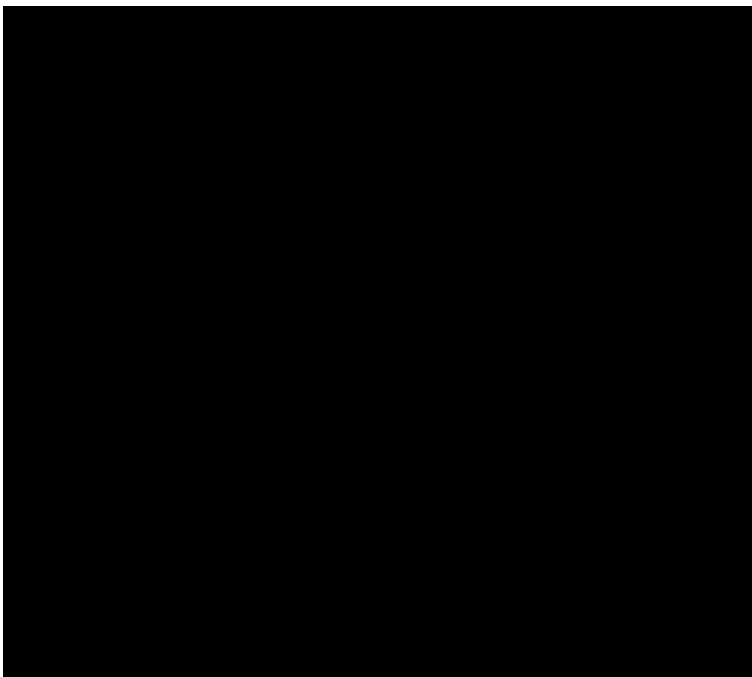
large and sparse rural communities. We help our partners address service gaps and launch flexible and customizable on-demand services that strengthen commuter routes by providing connectivity for residents and visitors who live beyond walking distance of fixed-route stops to get where they need to go.

To address service gaps, Spare's Data Science team can run service simulations with Realize—our transportation network simulation tool—to uncover meaningful data that can help with planning the zones, stops and overall parameters of a microtransit service. We also have a Strategic Partnerships Manager who works closely with all of Spare's partners to deliver a holistic, integrated transit experience from fare payment processors and MaaS applications to mobile ticketing providers. Spare is also the only on-demand transit solution designed to help our partners manage multiple fleets, regardless of who is operating them—all from a single platform.

Increasing transit access for all: first and last-mile

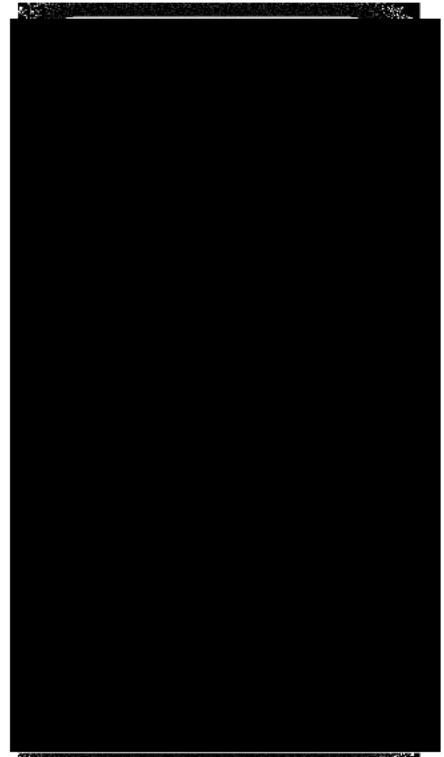
Every city and region is different. Even though high-quality, high-frequency transit is available, there are residents living farther away from transit hubs that do not have the same access to the infrastructure already built. Spare's vision is to make every ride possible so that transit is accessible for all. Our platform's multi-modal planning solution offers many advantages that traditional multimodal solutions do not to increase effective first mile/last mile (FMLM) connectivity. These include:

- **First and last-mile transit:** Spare's planning solution is there to assist riders at both ends of their journey. While many solutions on the market only enable first-mile journeys, Spare's trip planner gives riders the option to request a demand response vehicle to collect them from a fixed route stop to seamlessly complete their journey.
- **Designate your transit hubs:** Not all fixed route stops are suited for on-demand transfers. This is not the case with the Spare Platform. Our system allows agencies to easily designate specific stops as a 'Transit Hub'. This makes it easy for riders to travel from fixed routes to on-demand to increase the accuracy and user experience of their transit connection.
- **Show walking directions to the exact bus bay:** Spare's user-friendly rider app interface ensures riders have walking directions to the exact location for a



fixed-route connection. For example, in a bus loop with many bus bays, the Spare Rider app directs the rider to the correct bay to meet their fixed route connection. The accuracy and precision of this capability help eliminate confusion and overall timing, resulting in a better passenger experience.

- **Empower your riders:** Spare provides riders with the information they need to choose the right journey for them. Riders can sort transit options by pickup time, number of transfers and overall trip cost.
- **Accurate estimated time of arrival (ETA):** Spare uses real-time on-demand vehicle locations and traffic data when estimating total journey time.



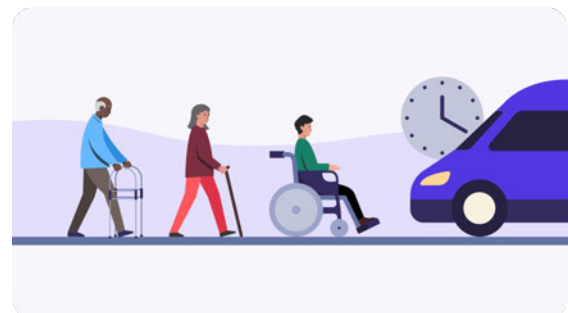
Cut costs while improving ridership growth

The cost per trip for running a fixed route public transit service can be extremely high. When you pair that with a city or region where such infrastructure exists that no one rides, it is incredibly inefficient. Spare has helped many transit agencies replace underperforming fixed routes with demand response transit or supercharge their existing commuter routes with a flexible, on-demand transit option. For example, Spare has helped consolidate—also known as commingle—several categories of demand response services, including microtransit, ADA paratransit, NEMT or Medicaid service, volunteer programs, etc., using the same fleet of vehicles to efficiently pool rides. Across Spare's on-demand services:

- [Redacted]
- [Redacted]

Spare dramatically improves efficiency by providing GREAT multiple tools to streamline your microtransit operation. We regularly see microtransit services delivering high PPVH when the following features and capabilities are used:

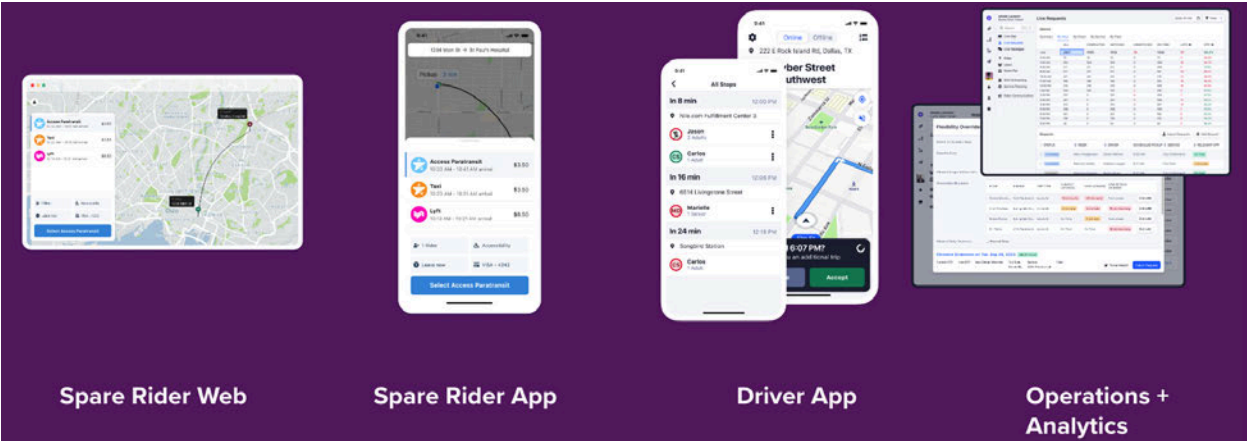
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



Project Requirements

Spare has a depth and breadth of experience planning, launching, and refining on-demand services that leverage the advanced capabilities of the Spare Platform, in collaboration with best-in-class support and planning.

We understand that microtransit often represents just one segment of a transit agency's services or a single step in a rider's journey. That's why we offer multimodal tools designed to integrate seamlessly into the overall rider experience. Spare has a deep appreciation for the unique value multimodal transit brings to communities, while also recognizing the diverse needs of riders.



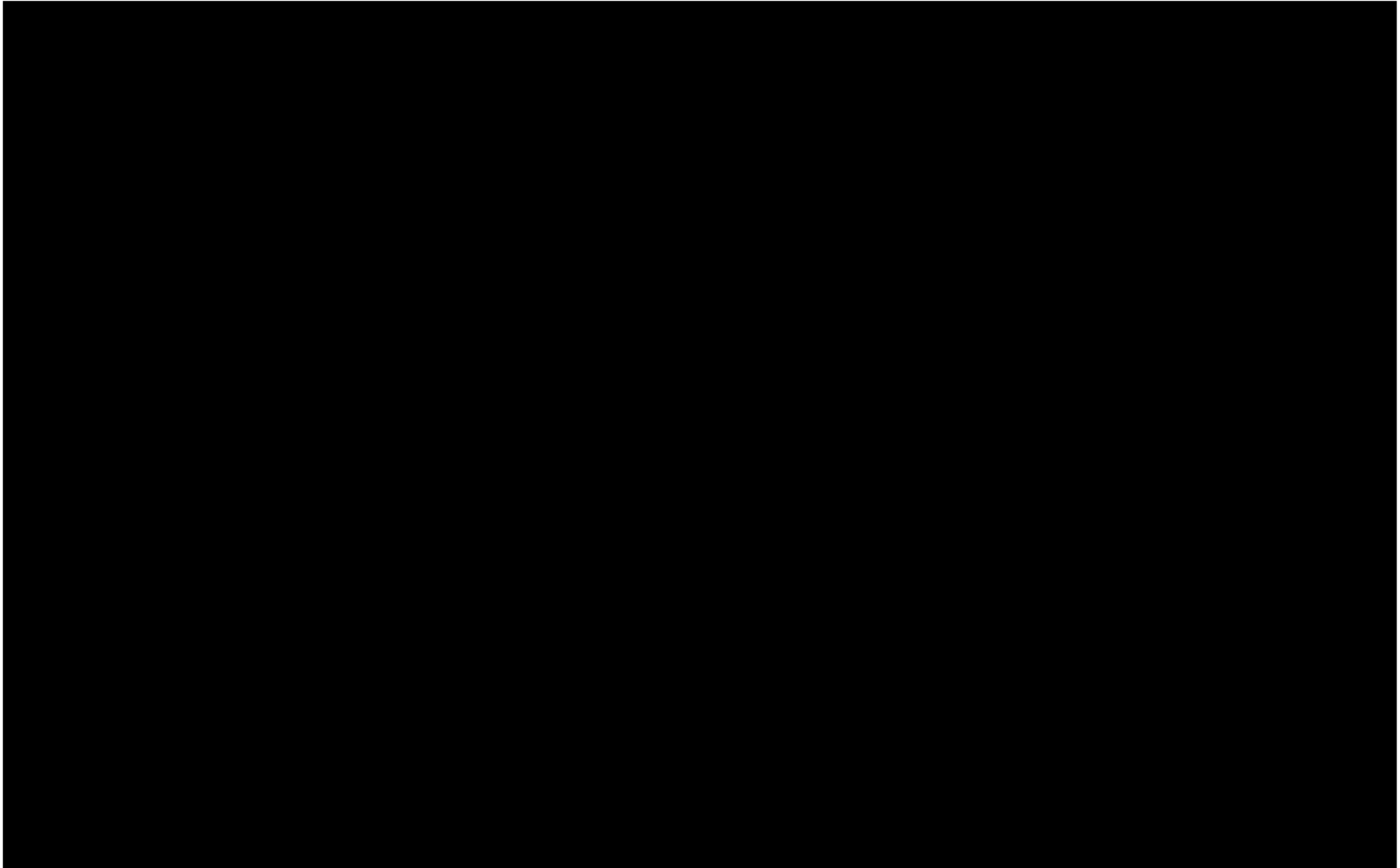
Spare's flexible, user-friendly system prioritizes inclusivity and accessibility, to ensure a practical experience for all riders. This enables agencies like GREAT to provide equitable, on-demand transportation services.

We are pleased to present our software proposal to GREAT and are confident that our solution will not only successfully power your microtransit pilot, but also serve as a long-term, future-proof solution as your transit service continues to evolve.

Spare Platform is a unified, cloud-based solution designed to seamlessly integrate every aspect of your microtransit operations. Unlike other systems that piece together disparate components, Spare offers a cohesive ecosystem where all critical functions—**Operations, Analytics & Reporting, Rider App, and Driver App**—are housed under one roof. This approach ensures that every part of GREAT's operation communicates effortlessly, delivering a smooth, coordinated experience for operators, admin, client teams and riders.

By choosing Spare, GREAT avoids the complications of managing multiple, loosely connected systems—such as using Tableau to present data or Salesforce to

manage eligibility—and gains the power of a fully integrated platform that scales efficiently with your needs, all within the reliability and flexibility of the cloud.



Spare Platform Overview

The Spare Platform offers a comprehensive suite of integrated tools designed to streamline paratransit and microtransit operations. Our core products empower GREAT with the technology needed to enhance rider experiences, optimize operations, and ensure data-driven decision-making. The platform is built on an Open API architecture that allows other systems to easily interface with the Spare Platform, a drastic difference compared to other solutions on the market.

Below is a high-level overview of the key components of the Spare Platform:

Component	Description
[Redacted]	[Redacted]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

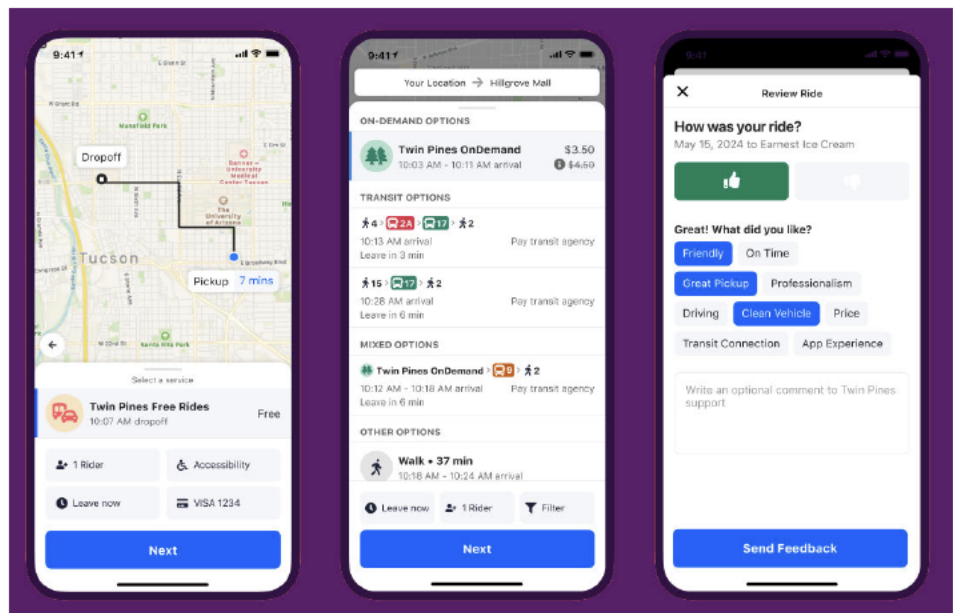


The following sections provide a detailed overview of Spare's platform.

Rider Freedom & Equity: Booking Rides with Spare Rider

Spare Rider App: Mobile Application

Free to download for any rider, the Spare Rider app's sleek user interface and intuitive one-tap booking process allow riders to plan, book, and pay for rides through transit services powered by the Spare Platform.



GREAT will receive a white labeled/ branded Spare Rider app, giving passengers a cohesive customer experience across all your transit services.

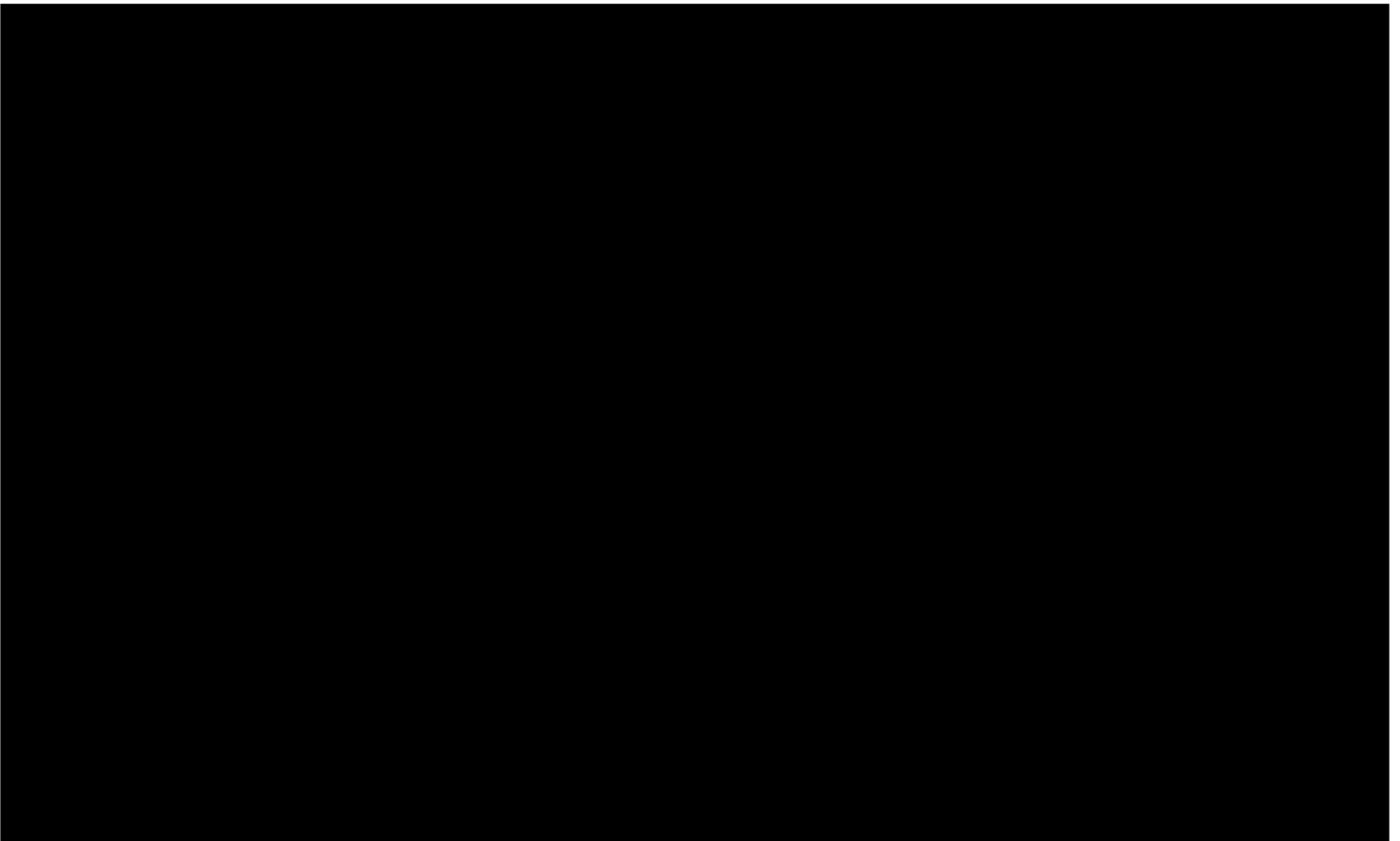
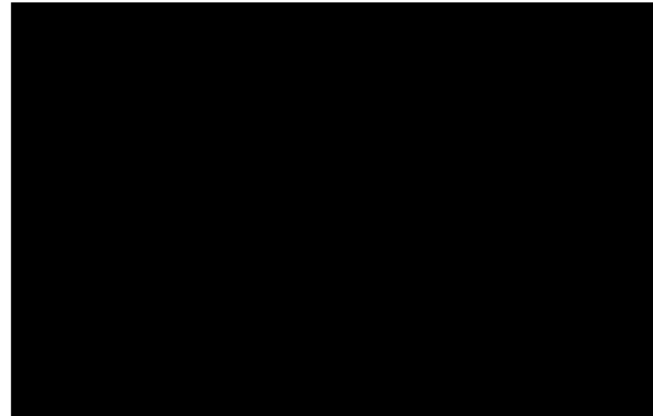
Key features and benefits include:

Feature	Why they matter
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Feature	Why they matter
	

Spare Rider Web: Web Booker

Designed to mirror the functionality of the Spare Rider app, Spare Rider Web is the customer-facing app that allows riders who prefer to book trips in a web portal or do not have access to a smartphone to register, plan, book and pay for their trips. Riders can receive trip details by email, SMS, or in-app push notifications.



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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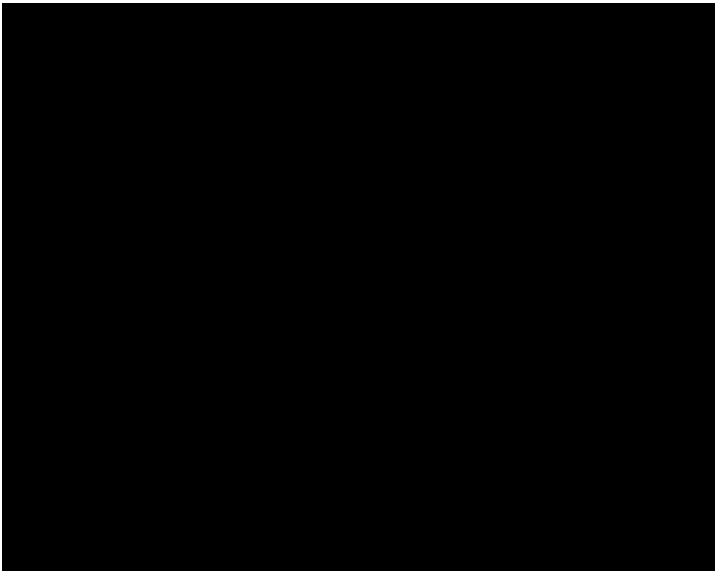
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Calling Into a Reservationist

Riders using the on-demand service can opt to call a reservationist. While the agent is on the phone with the rider, they can provide **real-time updates**, including ETA of the vehicle, vehicle type, driver name, expected duration of the trip and more.

Through **Spare’s Delayed/Early Trip Notifications**, these riders who tend to book Spare-powered services over the phone will receive ETA updates through



the phone as well. This feature paints an accurate picture of riders who book by calling in without having to contact administrators to find out where a late ride is—saving time for dispatchers and providing more peace of mind for riders.

Spare has created an easy-to-use and highly intuitive visual interface that helps dispatchers and booking agents be more efficient in their day-to-day interactions of operating a microtransit service. This enables them to provide reliable information to a customer. They can confirm ETA and driver/vehicle information immediately, which is valuable in real-time booking scenarios. This includes:

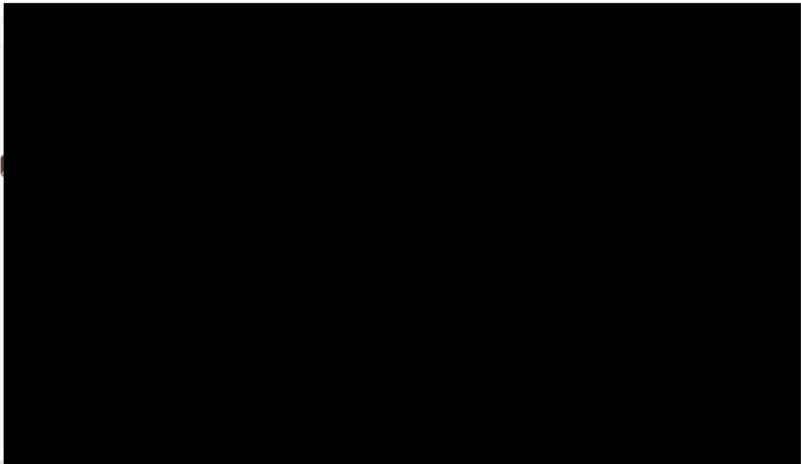
- [Redacted]

-



Operations

Spare Operations is your mission control center for paratransit and microtransit operations. This is where Spare will ensure GREAT is set up to run and monitor your services, as well as other demand response/on-demand services you may want to power using Spare.



GREAT's service planners, dispatchers, schedulers, and administrators can create new service zone(s) and specific transit stop locations, set the operational time limit, set driver shifts, track vehicles, book and schedule trips based on requests, set subscriptions and much more. On the back end, the Spare Engine automates passenger-to-vehicle matching for maximum efficiency. Our advanced routing technology ensures real-time updates, providing a seamless experience for both riders and drivers.

Key features and benefits include:

Feature	Why they matter
	

Feature	Why they matter
<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>

Feature	Why they matter
<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>
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Feature	Why they matter
[REDACTED]	[REDACTED]

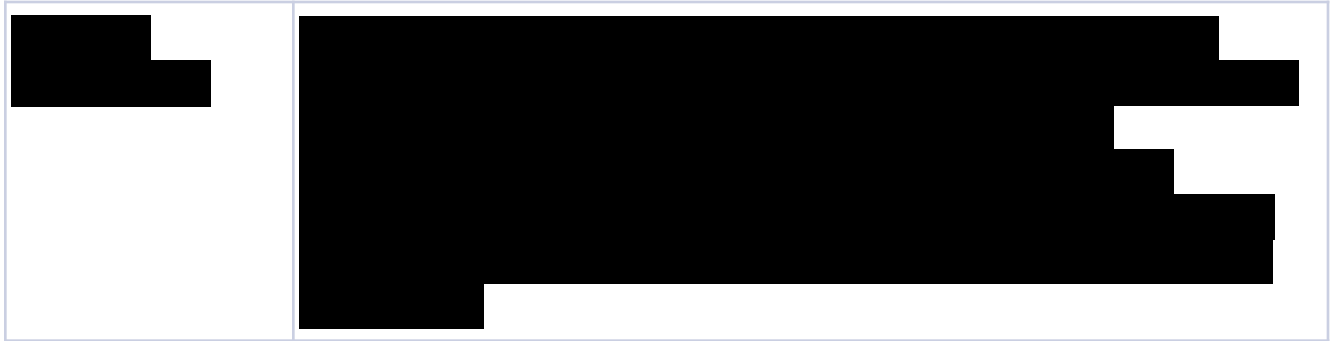
The Spare Engine

At the core of the Spare Platform is the Spare Engine, an advanced algorithmic system designed to optimize demand response operations. This powerful engine addresses key challenges such as manual batch scheduling, inefficient driver manifests, and the inability to adapt to real-time changes, all while significantly boosting OTP.

Spare Engine leverages a proprietary algorithm to analyze thousands of potential matches for each trip request, dynamically adjusting to real-time service constraints. This ensures optimal routing, scheduling, and resource utilization across the entire network.

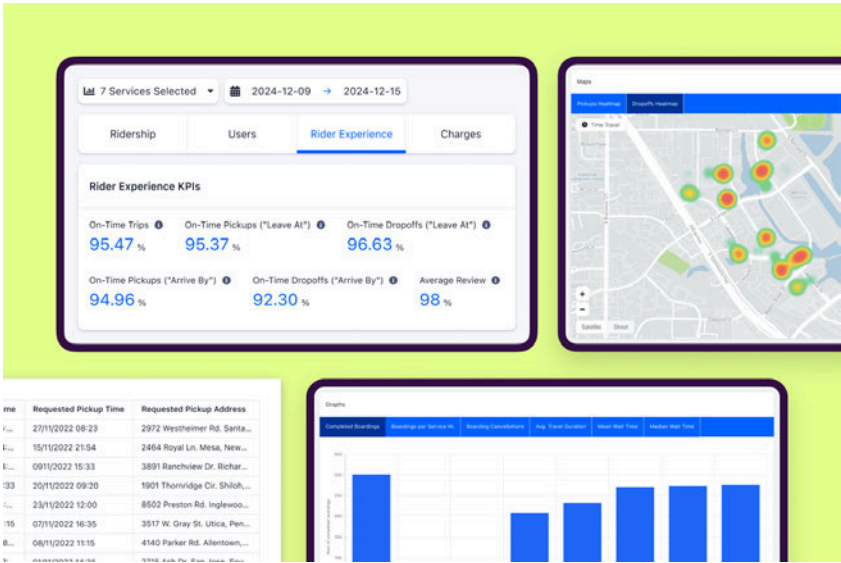
Key features and benefits include:

Feature	Why they matter
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



Analytics

Spare Analytics is a powerful reporting and analytics suite that empowers GREAT to make data-driven decisions in real-time. All services on the Spare Platform are continuously monitored and analyzed, with key performance indicators (KPIs) displayed on an intuitive dashboard. The reporting panel allows for easy filtering by date range, service area, service type, and more, enabling quick access to segmented data.



Spare Analytics also offers configurable weekly reports that can be automatically emailed to management, providing an at-a-glance overview of service performance. This feature allows management to easily check key metrics like OTP, driver alerts, and other essential data on their phones or desktops, ensuring they stay informed without needing to log into the system. Additionally, you can

subscribe to daily reports via email, keeping your team updated with the latest service insights.

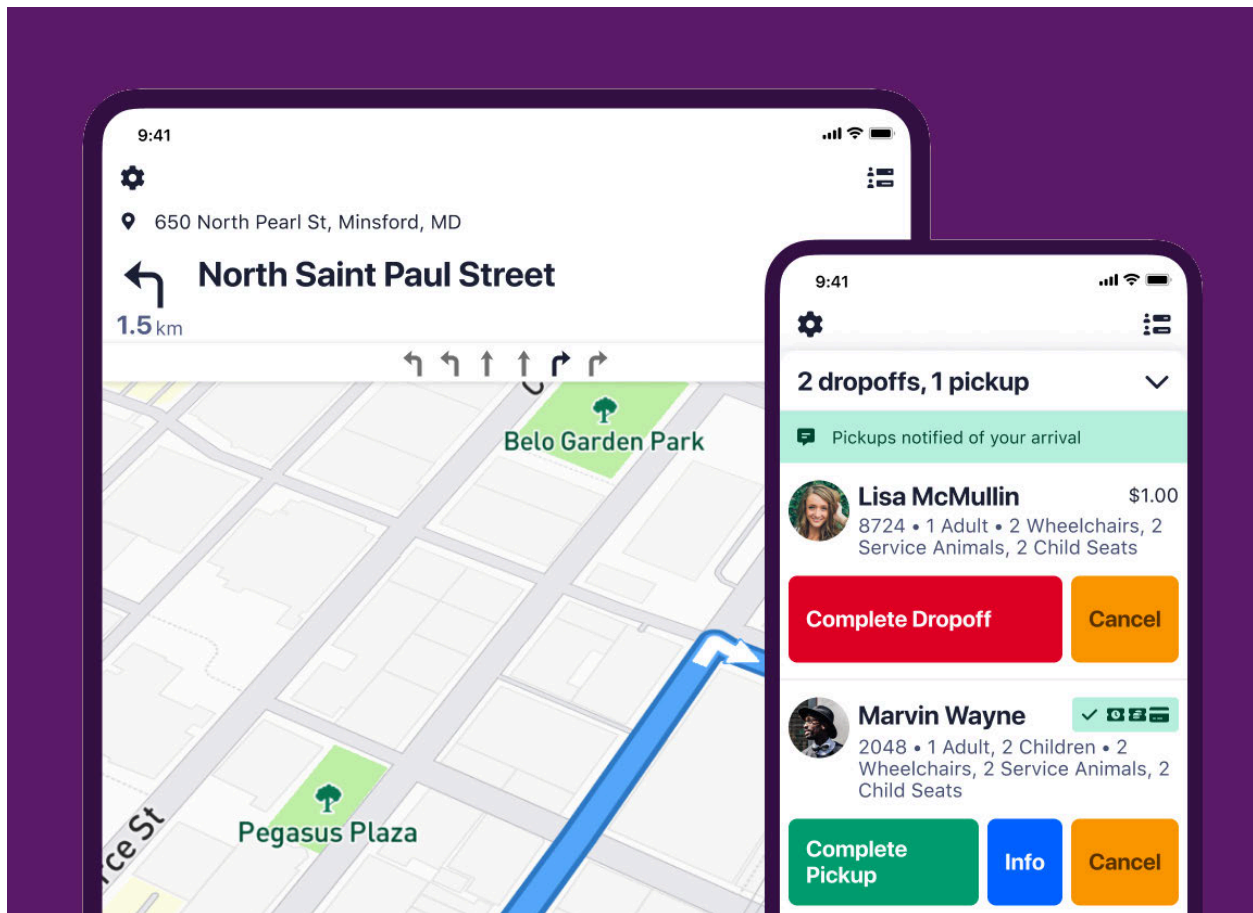
Key features and benefits include:

Feature	Why they matter
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Spare is intimately familiar with the various regulations transit agencies need to abide by to run compliant demand response programs. This means that **all our data analysis and reporting comply with FTA definitions and regulations**. Spare is in constant close contact with the FTA and has worked with partners on FTA and third-party audits of its data and KPIs.

Driver Instructions: Real-Time Navigation from Spare Driver

Spare Driver is a driver's direct interface into all services powered and facilitated by Spare Platform.



Spare Driver can be used by contracted or agency-owned dedicated drivers by simply downloading the free iOS or Android application. Depending on region availability, non-dedicated (third-party) drivers, such as local taxis and TNCs, can also use the driver app and be set up as an 'Accept/Reject' fleet which offers taxi drivers a choice in accepting trips.

Trips are automatically dispatched to the driver and added to their trip itinerary from the Spare Platform. Tablets and tablet terminals can be easily installed and locked in the vehicles to host the Driver app. Spare Driver, Spare Rider, and Spare

Operations work harmoniously to send and receive live vehicle data, including live vehicle tracking, driving durations, service mileage, driver breaks, unique vehicle identifications, and accepted trip requests.

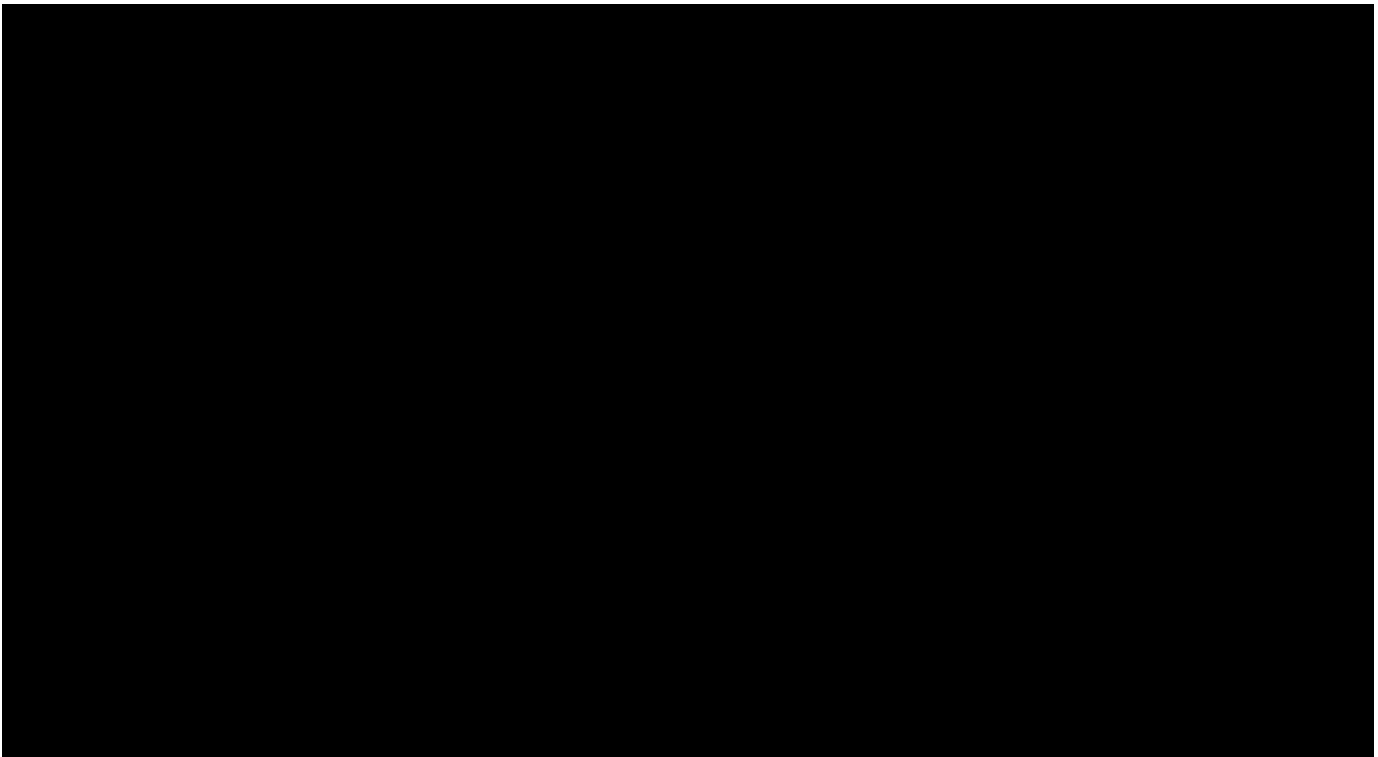
Key features and benefits include:

Feature	Why they matter
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

See It All: Viewing the Complete Trip with Spare Multimodal

Spare's multimodal planning solution offers many advantages that traditional multimodal solutions do not to **increase effective first and last-mile connectivity**.

Spare Rider can present multiple travel modes and manage entire journeys—not just individual trips. Riders can view multimodal options (fixed route and on-demand) in Spare Rider, resulting in an **integrated transit experience for riders that's connected, not fragmented**. In addition, Spare supports GTFS-RT, an extension of GTFS, which brings real-time trip data to riders taking their multimodal journey. This allows for better integration of services where riders can seamlessly transfer from agency vehicles to conventional transit service and back again, based on their abilities and with confidence in the timing of their connections.



Spare Platform is purpose-built to support open standards such as GOFs and GTFS-Flex. As providers of paratransit, microtransit, on-demand and any type of demand response service, Spare is the only mobility management platform that offers a public-facing API to enable partners to develop complementary solutions.

Spare Multimodal gives riders the information they need to choose the right journey for them.

Key **features** and **benefits** include:

First and Last-Mile Transit

Spare's planning solution is there to **assist riders at both ends of their journey**. While many solutions on the market only enable first-mile journeys, Spare's trip planner can be configured so that a vehicle is waiting to collect a rider from a fixed route stop to seamlessly complete their journey.

Complete End to End Journey Planning

Unlike some solutions that only provide fixed route options within the microtransit service zone, Spare's multimodal trip planning solution **provides details on all transfers required** until the final destination, even if it falls outside the microtransit service zone.

Guarantee Connections to High-Frequency Transit Hubs

Spare guarantees connections by routing rides through high-frequency transit hubs. Within these travel hubs, not all fixed route stops are suited for on-demand transfers. This is not the case with the Spare Platform. To make the passenger experience as smooth as possible, the platform allows agencies to designate specific stops as a 'Transit Hub'. Riders can connect between a fixed route service to a requested, on-demand vehicle to **increase the accuracy and user experience** of their transit connection.

Walking Directions to the Exact Location

Spare's user-friendly multimodal app interface ensures riders have **walking directions to the exact location** for a fixed route connection. For example, in a bus loop with many bus bays, the Spare Rider app directs the rider to the correct bay to meet their fixed route connection. The accuracy and precision of this capability help **eliminate confusion and overall timing**, resulting in a better passenger experience.

Spare is confident that we can help your agency design a service zone with multi-modal options for riders.

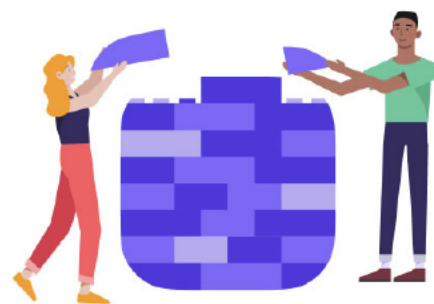
Compliance Matrix

In response to the Scope of Work included in the RFP, we are pleased to demonstrate how Spare's Platform is uniquely designed to achieve GREAT's objectives for a Microtransit Shared Ride Software that maximizes performance, efficiency, and rider satisfaction.

Scope of Work Requirement	
3.1. Software-as-a-Service (SaaS)	
3.1.1. Rider App	
	Intuitive and easy to use with minimal training
	White-labeled design with custom branding unique to the service
	Accessibility features, including meeting WCAG 2.1 AA and ADA
	Multiple payment options available in the rider app, including credit cards, prepaid debit cards, and vouchers
	Both on-demand and pre-scheduled trips available as trip options
3.1.2. Integrated Transit	
	Local bus stops visible in the rider app
	Fixed route trip and on-demand trip proposal provided in the rider app
	Intermodal trip proposals, consisting of fixed route and on-demand trip segments, provided in the rider app
3.1.3. Driver Application	
	Routing based on mapping software layers, such as Google Maps, Apple Maps, and/or custom mapping layers
	Routing that takes into account traffic speeds and road closures
	Multi-channel communications to riders (e.g., text, phone)
3.1.4. Dispatch Center	
	Single view into all demand response services
	Intuitive and easy-to-use booking capabilities on behalf of riders
	Schedule & planning view to easily track and message riders & drivers
	Map view to see all vehicles in the service area
	Real-time service alerts to escalate issues that need to be addressed
3.1.5. Trip Routing Rules	
	Enable door-to-door, corner-to-corner, or pre-set virtual stop service for pick-ups and drop-offs
	Modify service parameters (e.g., maximum walk distance, maximum trip duration) based on location/region, time of day, day of the week, and trip type(s)
	Routing based on real-time speeds and road closures
	Set and enforce trip rules (e.g., allowing only first mile/last mile trips)
	Multimodal trip planning and booking that compares available fixed route and on-demand trip options then recommends the best trip(s) to riders based on the issuer's rules

Scope of Work Requirement	e
3.1.6. Reporting and Audit Support	
Standard, filterable, and self-service analytics dashboards	
Raw data exports for ad hoc queries and integration into planning software	
Map-based reporting, showing rider origins & destinations and hot-spots	
Automated National Transit Database (NTD) reporting	
3.1.7. Fares & Pricing	
Ability to accommodate a variety of pricing models, such as:	
• Flat fare	
• Distance-based fare	
• Location/origin-based fare (ex. free rides to or from City Hall)	
• Additional passenger-based fare (e.g., ability to discount additional riders, service animals, personal assistants)	
Ability to provide promotional pricing, such as:	
• Free rides (e.g., for the day, to or from a specific location, etc.)	
• Ad-hoc promo codes upon request (for special events, weather/emergencies, etc.)	
• Create codes/vouchers for hospitals, schools, food banks, etc.	
Ability to provide fare options for the unbanked, such as:	
• Locally purchased transit card	
• Cash	
3.1.8. Integrations to Existing or Future Systems	
APIs that expose origin/destination to third-party applications (e.g., transit planning applications)	
APIs for fare integration	
APIs for other third-party integrations	
3.2. Planning and Support	
3.2.1. Marketing & Rider Growth	
Consistent or ad hoc marketing support throughout the contract duration (e.g., email, posters, social posts, flyers)	
Design, distribute, collect, and analyze rider surveys through appropriate channels (e.g., email, text, or rider app)	
3.2.2. Community Engagement Support	
Support the issuer with presenting on/representing the service at key	

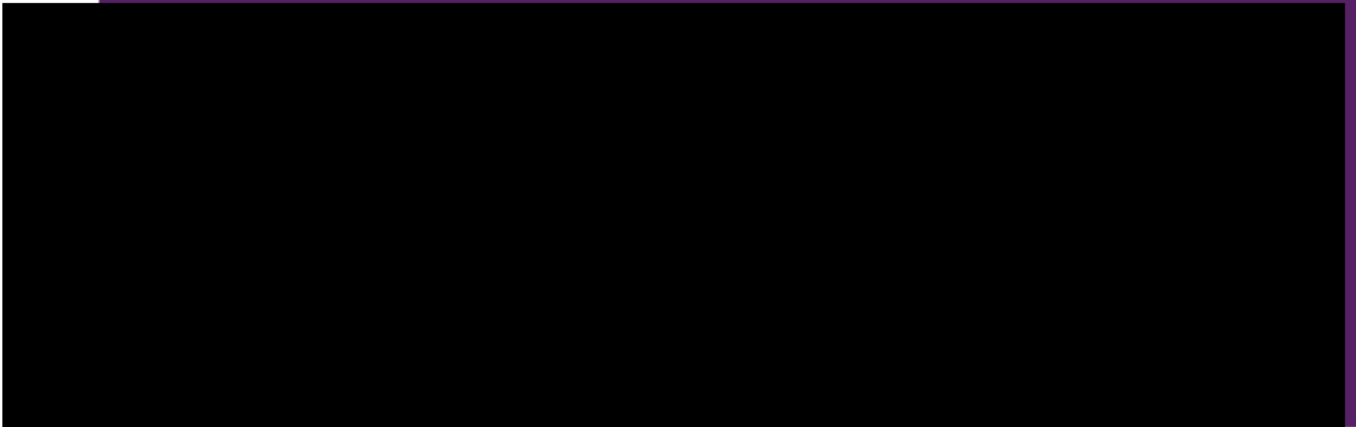
Scope of Work Requirement	
local community events	
Support press events as needed, and facilitate ride-alongs for key stakeholders (e.g., public officials)	
Interface with riders or key target populations/groups directly to educate them on the service and capture feedback about the service	
3.2.3. Customer Success Management	
Provide a single point of contact for support issues and to discuss service performance and opportunities for improvement	
Hold executive reviews every 3-6 months	
3.2.4. Technical Support	
Provide 24x7 software support	
Provide call center support for ride bookings via telephone call	
3.2.5. Ongoing Service Design	
Model and recommend service changes based on changes to budget, issuer priorities, or community needs	
Implement agreed-upon service changes with minimal disruption to existing services	
3.2.6. Funding & Policy Support	
Policy and public relations support to advocate for service and garner support within the community and with elected/appointed officials	
Full grant writing support for grants that can be used to support or expand the service	
3.2.7. Ongoing Service Consulting	
Provide robust data and analysis on ridership trends, rider experience, most frequent destinations and rider use cases	
Proactive and ad hoc recommendations to better meet service goals	
Recommend and facilitate ways to leverage the proposed solution for other important use cases/community needs (e.g., support student transportation)	



Firm & Team Performance



Spare partners with North America's most forward-thinking transit agencies



Below is a sampling of Spare's experience implementing demand response projects. Should GREAT require more project examples, we are prepared to provide additional references and specific details.

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References

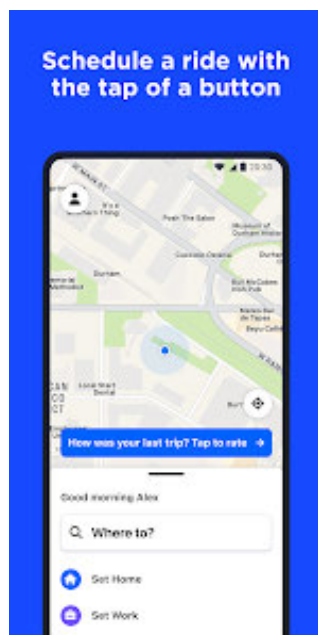
GoDurham Access | Durham, NC



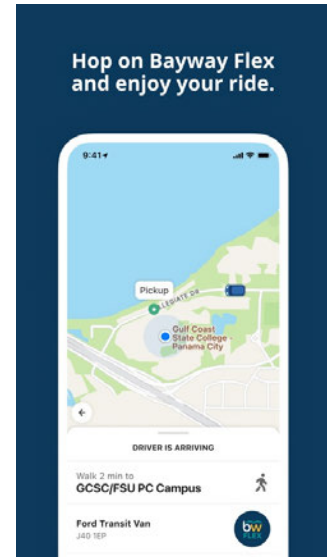
Project Summary: The City of Durham manages GoDurham Access, a paratransit service with 35 vehicles dedicated to providing transportation for individuals with disabilities. In addition to its dedicated fleet, the City collaborated with UZURV to manage overflow requests, recurring trips, and longer-distance rides. This approach required an advanced platform capable of integrating diverse operational needs, and prioritizing accurate reporting based on rider funding sources.



. The City of Durham sought to transform its service into a streamlined, flexible, and scalable operation.



Bayway Flex | Bay County, FL



Project Summary: Nestled along Florida's Gulf Coast, Bayway serves vibrant communities and growing towns, including Panama City. Known for its commitment to quality transportation, Bayway faced several challenges: limited coverage in underserved areas, low ridership on fixed routes, and budget constraints that emphasized the need for a cost-effective yet flexible solution. Traditional fixed routes, while reliable, struggled to meet the mobility needs of diverse populations, including transportation-disadvantaged residents.

To address these challenges, Bayway partnered with Spare to implement a dynamic microtransit service that complemented its fixed routes while improving efficiency and accessibility. The newly launched Bayway Flex program leveraged Spare's technology to provide on-demand, rider-centric service tailored to the community's needs. The initiative also introduced Bayway On Demand+, a unique program integrating Uber and Bayway vehicles to serve transportation-disadvantaged individuals. Key features of the solution included:

- **Microtransit Pilot Launch:** Bayway Flex launched in Panama City Beach, a high-demand area, to provide flexible, on-demand transit options.
- **Open Fleet Integration:** By incorporating non-dedicated fleets like Uber, the service expanded coverage, reduced wait times, and improved convenience.
- **Eligibility Modernization:** Spare replaced Bayway's paper-based eligibility system with an electronic platform, streamlining the application process and enhancing user experience.
- **Data-Driven Operations:** Spare's platform enabled Bayway to analyze trip data, optimize service, and justify grant funding for ongoing expansion.

These efforts addressed Bayway's goals of improving rider satisfaction, increasing ridership, and providing equitable, responsive transit service. Supported by a substantial development grant, the program showcased Bayway's forward-thinking approach to creating a fully integrated, scalable transit model.

Results: The implementation of Spare's microtransit solution has significantly elevated Bayway's public transit offerings. The agency has seen a projected




14–20% increase in overall ridership for the fiscal year, with the microtransit service playing a pivotal role in this growth. Bayway Flex, launched in Panama City Beach, achieved remarkable traction, experiencing a **sixfold month-over-month increase in ridership within five months of operation**. This strong community adoption reflects the program’s success in addressing unmet transportation needs and offering a convenient, rider-centric alternative to traditional transit services.

A standout achievement of the program is the Bayway On Demand+ service, designed for transportation-disadvantaged residents. The integration of Uber and Bayway vehicles has proven transformative, leading to an astounding **895% increase in ridership within just four months**.

The innovative eligibility-based model, supported by Spare’s technology, not only streamlined access for qualified riders but also delivered a highly flexible and efficient service. Coupled with enhanced operational efficiencies through open fleet integration, Bayway has been able to improve wait times, expand its services, and elevate customer satisfaction, solidifying its role as a trailblazer in inclusive public transit solutions.

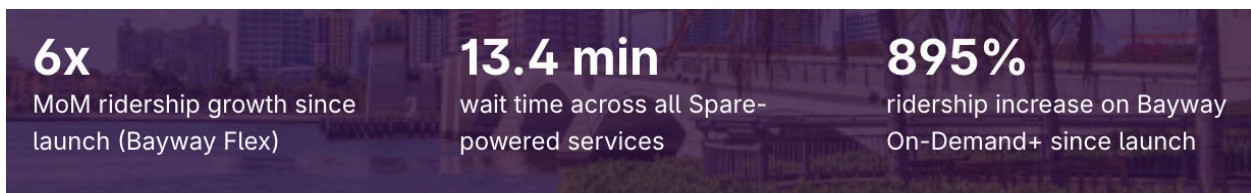
“

From a microtransit standpoint, they love the readily availability of the thing. We've had people say that they've got a new lease on life because now they're able to actually go out and do things more often.



Lamar Hobbs
Transit Program Administrator, Bayway

To read more about this project, please visit: spare.com/customer-stories/bayways-transit-success-delivering-improved-mobility-with-spare



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[REDACTED]

[REDACTED]	[REDACTED]
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Item	Fee
Per Vehicle [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

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Training, Warranty & Support

Properly training staff is one of the most critical parts of new technology implementation. This is why Spare has a comprehensive training program that includes five in-depth training modules tailored to **Administrators, Dispatchers/Schedulers, Drivers, Customer Service Representatives, and Data Analysts**. These training modules are accompanied by a range of resources and reading materials, to equip GREAT's leaders, team members, and end users across the executive, operations, customer service, and IT/business intelligence teams with the know-how to confidently interact with Spare's software. The detailed training will also increase their knowledge of the platform to train others themselves.

Spare approaches all training with a train-the-trainer approach that will be customized to GREAT's needs. Our Partner Success team, led by your Project Manager, delivers all training either virtually or in person. Across our services, we've found that virtual sessions complemented by our training material and resources have worked well for our partners. Training sessions take place over one or two hours depending on the module.

Comprehensive training reference materials are available for all training modules. These resources help strengthen GREAT's knowledge of the Spare Platform and include recorded training sessions, help articles (FAQs), training videos, and user guides. Spare is committed to providing the training materials our customer stakeholders need to be successful in their new workflows.

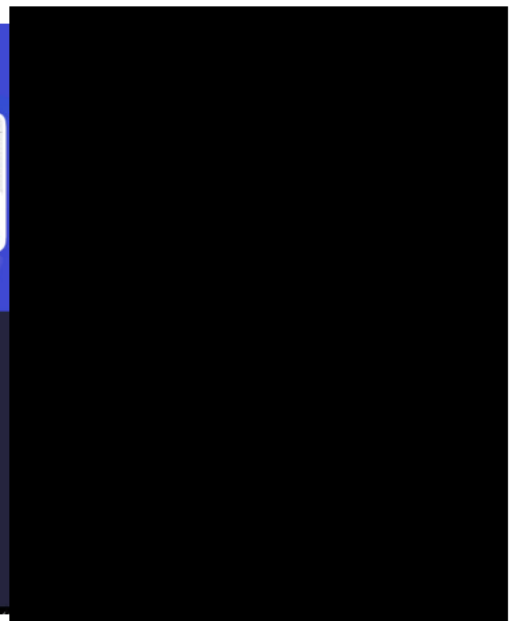
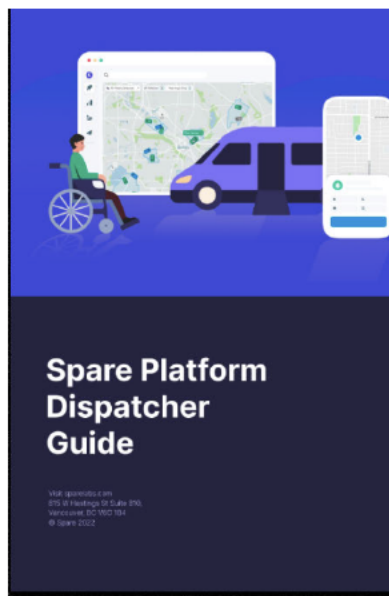
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Training Module & Description	Key Skills Acquired
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[REDACTED]	[REDACTED]

Training Module & Description	Key Skills Acquired
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

System Knowledge Base, Guides, and Help Documents

In addition to our comprehensive user guides, Spare offers extensive help docs and SOPs for our end-users. All help docs are available within an online portal accessible from within the Spare Platform. These articles will guide your staff through their day-to-day tasks and workflows.



Users will have access to the following SOPs (described at a high level below):

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Warranty

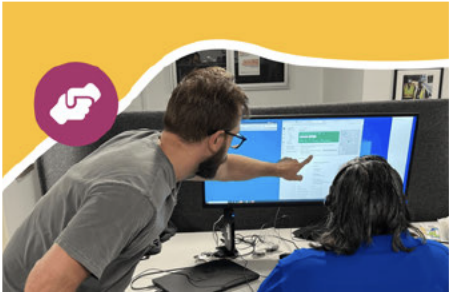
GREAT will always receive the latest version of Spare’s SaaS platform throughout the contract period. Spare does not operate on warranty—we continuously deliver software updates to our customers for the long term. We do this by only maintaining a single version of the software at any time. By reducing the maintenance burden, Spare can deliver software faster and provide more value to our customers.

These upgrades are included in our pricing and come at no additional cost. While legacy software would reside on-premise and require a waiting period for support to arrive and fix any issues, a SaaS solution doesn’t require us to be on-site to diagnose and resolve any issues—it’s all done remotely and quickly.

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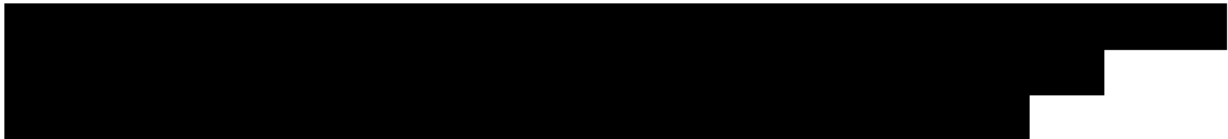
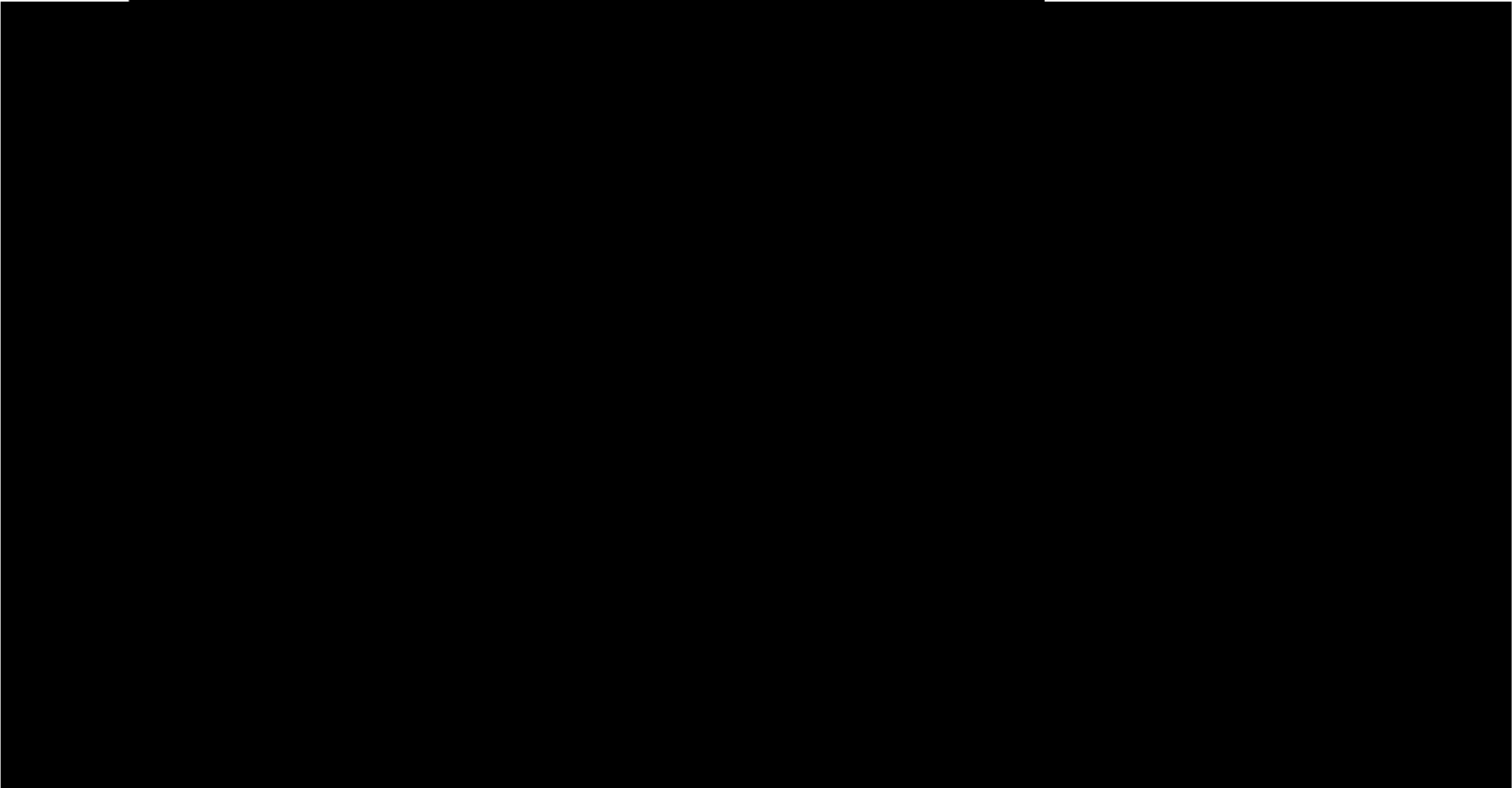
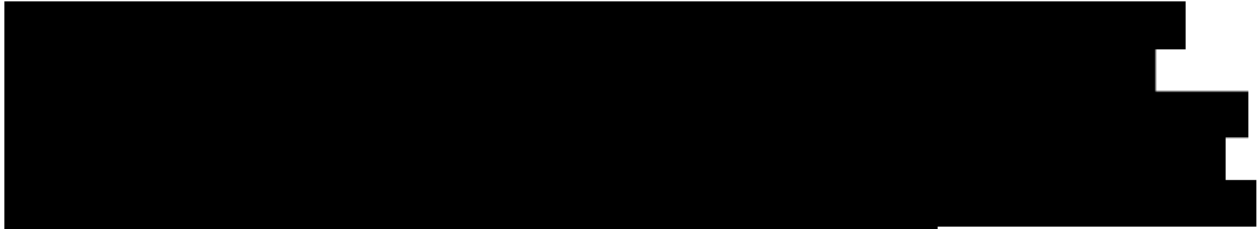
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Ability to Perform to Schedule

Implementation Timeline



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Form 1: Sub-Service Provider Utilization Plan

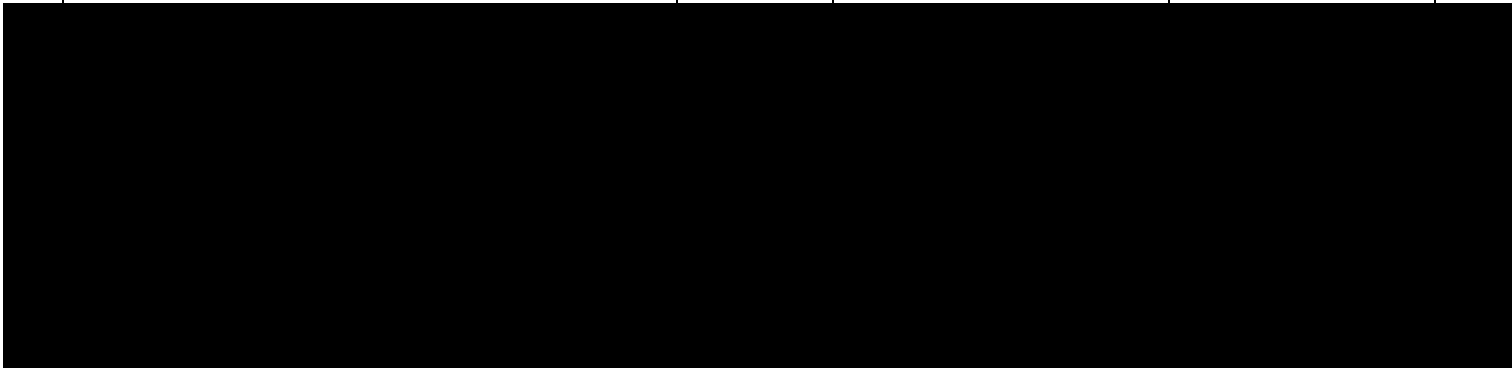
Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We Spare Labs Inc, do certify that on the
(Company Name)
Microtransit Shared Ride Software we propose to expend a minimum of 10.4* %
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of 10.4* % of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work
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*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon the execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: 11 / 29 / 2024

Name & Title of Authorized Representative 

Signature of Authorized Representative 

DBE and MWBE Good Faith Efforts

Spare is fully committed to supporting Disadvantaged Business Enterprise (DBE) and Minority and Women Business Enterprise (MWBE) participation in our operations and projects. In line with this commitment, we strive to integrate DBEs and MWBEs wherever feasible across our projects.

Broad Partnering Capability with DBEs and MWBEs

As an established paratransit and microtransit technology provider, Spare has engaged a wide range of DBEs and MWBEs as part of our projects in the past. We maintain a flexible and collaborative approach to sourcing, and we actively seek out DBEs and MWBEs for roles that align with our project requirements and their expertise. Our experience in paratransit and microtransit has proven that diverse DBE and MWBE partnerships bring enhanced value and innovation to our services. Historically, these partnerships have achieved between 2% and 10% participation by DBEs and MWBEs.

Proven Track Record with DBE and MWBE Partnerships

Spare has a history of successfully partnering with DBEs and MWBEs on similar projects across multiple regions. In projects with clients such as CapMetro and DART, we collaborated closely with DBEs to provide various services, including operations support and project management, which allowed us to exceed local hiring and subcontracting goals. By leveraging these relationships, we've been able to strengthen our community impact, build trust, and improve the quality of service for our transit clients.

Commitment to Future DBE Partnerships for GREAT's Microtransit Project

Spare values the opportunity to contribute to GREAT's goals for increased DBE and MWBE engagement. Please do not hesitate to reach out to discuss any potential partnerships with qualified DBE and MWBE providers or any other considerations that would allow us to meet GREAT's DBE and MWBE goals.

Federal Certification

ATTACHMENT C
FEDERAL CLAUSE

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended,

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in

EQUAL EMPLOYMENT OPPORTUNITY

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may

take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties,

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, [Redacted] hereby certify
(Name and title of official)

On behalf of Spare Labs Inc that:
(Name of Bidder/Company Name)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.,

Name of Bidder/Company Name: Spare Labs Inc

Type or print name: [Redacted]

Signature of authoriz [Redacted] Date 11 / 29 / 2024

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: Spare Labs Inc

Signature of Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____

Name _____

Signature _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____

Title _____

Signature _____

Date _____





Primary Contact: Josh Bethel, Growth Manager
josh.bethel@spare.com | 902-233-3209



City of Greenville, North Carolina

Meeting Date: 03/24/2025

-
- Title of Item:** Purchase of 15 New Additional Vehicles for the Police Department
- Explanation:** The Police Department is requesting the purchase of 15 new additional vehicles at a cost of \$626,000. The new vehicles will be funded utilizing monies available from the Vehicle Replacement Fund (VRF).
- These new vehicles will be purchased through the following contract:
- NC Sheriff's Association Contract:
(13) 2025 Ford Explorer XLT (7 Passenger SUV)
(2) 2025 Ford Ranger Super Crew XL (5 Passenger Pickup)
- Fiscal Note:** Funding for these purchases will come from the Vehicle Replacement Fund:
- Vehicle Replacement Fund: \$626,000.00
- Recommendation:** City Council approve the purchase of the 15 vehicles as listed above using the Vehicle Replacement Fund (VRF) funding source listed.
-

ATTACHMENTS

- [PURCHASE NEW ADDITIONAL VEHICLES FOR POLICE DEPARTMENT.pdf](#)

#	Department	New Vehicle Make/Model	New Vehicle Description	Cost	Contract
1	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
2	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
3	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
4	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
5	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
6	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
7	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
8	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
9	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
10	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
11	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
12	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
13	Police	2025 Ford Explorer XLT	SUV - 7 Passenger, and safety lighting	\$42,000.00	NC Sheriff's Association
14	Police	2025 Ford Ranger XL	Pickup - 5 passenger, Super Crew Decals and Safety lighting	\$40,000.00	NC Sheriff's Association
15	Police	2025 Ford Ranger XL	Pickup - 5 passenger, Super Crew Decals and Safety lighting	\$40,000.00	NC Sheriff's Association
Total				\$626,000.00	



City of Greenville, North Carolina

Meeting Date: 03/24/2025

Title of Item: Major Modification to An Economic Development Agreement with Taft Corporate Office, LLC, a North Carolina Limited Liability Company, Involving Property Situated Within the City of Greenville, Pitt County, North Carolina, located at 729 Dickinson Avenue, Greenville, NC 27834, Tax Parcel #20038

Explanation: On July 6, 2022, following approval by Greenville City Council, the City of Greenville (City) entered into an economic development agreement (agreement) with Taft Corporate Office, LLC (Taft), as part of a larger effort with Stark Holdings, LLC (Stark) and Ficklen Warehouse Marriot Hotel.

In compliance with the initial terms of the agreement, Taft completed purchase of the City's property located at 729 Dickinson for \$1.24 million dollars and relocated the North Carolina Museum of Natural Sciences (Museum) into the Cupola Building. Taft further agreed to lease the Cupola Building to the Museum for a minimum term of 30 years at an annual rate of \$1 per year. Taft also funded a minimum of \$480,000 towards improvements to the Cupola Building for the benefit of the Museum's relocation and buildout, and the City gave a cash contribution of \$240,000 to the Museum. Taft will continue making \$20,000 annual contributions for 10 years.

On June 1 2023, Taft designed Alder Ave Class A Market Rate Apartment project and submitted permitting. However, the initial project design subsequently became unfeasible due to ongoing impacts from COVID, inflationary economic conditions, rising interest rates, and skyrocketing construction costs, and both Taft & Stark projects stalled.

City and Taft expressed a mutual desire to proceed with a scaled down economic development project that would entail a major modification to previously entered agreement. Proposed revisions include:

- Eliminating references to the requirement of a parking deck and Stark hotel parking.
- Reduction in the initial unit count to 72 one/two-bedroom Brownstone style market rate units with combination garage and surface parking, down from at the 150.
- Reduction in parking to a minimum of 15 spaces to be dedicated to general public, down from at least 35 spaces to be dedicated to the general

public.

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

Recommendation: After conducting a public hearing, authorize the City Manager or Mayor to execute the Major Modification Development Agreement Amendment and negotiate any additional terms necessary for carrying out the purpose of the agreement.

ATTACHMENTS

[Taft Development Agreement Modification.pdf](#)

**MAJOR MODIFICATION NUMBER 2025-1
OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN
THE TAFT CORPORATE OFFICE, LLC,
OR ITS ASSIGNS AS BUYER
AND
CITY OF GREENVILLE, N.C. AS SELLER**

NORTH CAROLINA

PITT COUNTY

MAJOR MODIFICATION AGREEMENT

NUMBER 2025-1

This MAJOR MODIFICATION AGREEMENT #1 to the Development Agreement between **TAFT CORPORATE OFFICE, LLC**, a North Carolina limited liability company, and its assigns ("**Buyer**"), 631 Dickinson Avenue, Greenville NC, 27834; and **CITY OF GREENVILLE, N.C.**, a North Carolina Municipal Corporation, (**alternatively referred to as the "Seller" or "City"**) 200 West Fifth Street, Greenville NC, 27858, is made and entered into on this the ___ day of _____, 2025, effective on the ___ day of _____, 2025.

WITNESSETH:

WHEREAS: Buyer and Seller previously entered into a Development Agreement on June 6, 2022, pursuant North Carolina General Statute 158-7.1 which is hereby incorporated by reference and attached as Exhibit A.

WHEREAS: The previously entered Development Agreement involved the Seller conveying to Buyer, a certain parcel of Property situated, lying and being in Greenville, North Carolina, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"). Buyer agreed to pursue development of the Property for construction and operation of Class A market rate apartment units and a structured parking deck to support the market rate apartment complex, the adjacent proposed Stark boutique hotel, and the City's public parking needs as outlined in Exhibit B.

WHEREAS: Buyer completed purchase of City Museum Building for one million two hundred forty thousand dollars (\$1,240,000). Buyer renovated the Cupola Building investing one million two hundred thousand dollars (\$1,200,000), four hundred and eighty thousand dollars (\$480,000) of which was required by City. Buyer also provided a thirty (30) year one-dollar (\$1) per year lease, and made cash contributions of five hundred thousand dollars (\$500,000). Buyer designed the Alder Ave Class A Market Rate Apartment project (Civil & Architectural) and submitted for permitting on June 1st, 2023, in compliance with the previously entered Development Agreement.

WHEREAS: Despite good faith efforts, both parties agree the specific terms of the previously entered Development Agreement are not feasible due to inflationary economic conditions, rise in interest rates, and skyrocketing construction costs. These conditions stalled the Taft apartment project and made the terms of the previous agreement cost prohibitive.

WHEREAS: Both parties wish to move forward with modified Adler Ave project using surface parking and Brownstone styles townhomes for economic development purposes, which will increase the city's tax base, stimulate further development and improvements along Dickinson Downtown Area, enhance the appeal of the Dickinson corridor to attract non-student renters, and help with housing and public parking needs in the community.

WHEREAS: North Carolina General Statute 160D-1006(e) provides authorization for consideration of a major modification of a previously entered Development Agreement so long as it follows the same procedures as required for initial approval.

WHEREAS: Parties desire to modify and amend the terms of the previously entered Development Agreement in accordance with NCGS 160D-1006(e), GS 158-7.1 and Section 44 of beforementioned Agreement by written consent of both parties.

NOW, THEREFORE, in consideration of the mutual promises and the covenant set forth herein, and pursuant to Section 44 of the previously entered Agreement, Buyer and Seller hereby enter into this Major Modification Number 2024-1 to the Agreement as follows:

1) Exhibits B and C of the original Development Agreement are adjusted as follows:

a. Public Parking

i. It is the Buyer's intention to pursue the development of the Property for the construction and operation of Class A market rate 3-story Brownstone (Townhome type) development with a surface parking lot in lieu of a parking deck to support the parking for the market rate Brownstone units and the City's public parking needs as described in more detail on Exhibit B-2024-1 attached hereto. The Buyer shall provide access to the surface parking lot as reflected in Exhibit B-2024-1 attached hereto which outlines the readjusted parameters of the parking plans for the development. The parking plan will include:

1. Fifteen (15) parking spaces specifically designated individual general public parking spaces to be constructed, managed, and leased to the General Public on an hourly basis by the Buyer; If during the permitting process the City reduces the 110 city compliant parking spaces through design comments as shown on the attached site plan then the 15 spaces shall be reduced space-for-space from the public parking count;
2. One hundred and seven (107) parking spaces that will be reserved and assigned for the exclusive use of the residential units;
3. As the Stark Holding, LLC, hotel project is not moving forward those parking requirements are no longer associated with the Buyer's development.

b. Exhibit C - Additional Purchase Terms.

i. In consideration of the development project, the Buyer shall construct three separate, (3) story buildings with seventy two (72) units, ranging in size from 600-1200 square feet.

- ii. The Buyer shall apply for a building permit for the revised project within twelve (12) months of the Effective Date of the Major Modification Agreement execution date by the City.
 - iii. The Buyer shall complete all phases of the market rate Brownstone project within twenty-four (24) months of the issuance date of the building permit. The completion date may be extended to a date beyond twenty-four (24) months only upon mutual agreement of the City and the Buyer (the "Extended Date").
 - iv. The Seller is responsible for all public investments specified in Exhibit C-2024-1 of this agreement holding that further design of concept is required to quantify the precise number of units, parking spaces, and utilities provided by Greenville Utilities Commission.
- 2) Exhibits B-2024-1 and C-2024-1, attached hereto and incorporated herein by reference are, by this Major Modification Number 2024-1, substituted for Exhibits B and C in the original Development Agreement as shown on Exhibit A-2024-1.

Except as modified herein the terms of the original Development Agreement dated June 6, 2022, between the parties is hereby ratified and confirmed.

IN TESTIMONY WHEREOF, each of the parties has executed this Agreement pursuant to authority duly given or duly designated officials of each party in multiple originals, one of which is retained by each of the parties on this the _____ day of _____, 2025, herein first above written.

WITNESS:

SELLER:

CITY OF GREENVILLE, N.C.

Valerie Shiuwegar, City Clerk

By: _____(SEAL)

Name: P.J. Connelly_____

Title Mayor_____

Date: _____

WITNESS:

BUYER:

TAFT CORPORATE OFFICE, LLC

By: _____(SEAL)
Thomas Taft, Principal

Date: _____

JOINDER OF ESCROW AGENT

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply any Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

NEXSEN PRUET PLLC

By: _____(SEAL)

Name: Ernest C. Pearson

Title: Member

Date: _____

EXHIBITS AND SCHEDULES

1. EXHIBIT A-2025-1 ORIGINAL DEVELOPMENT AGREEMENT
2. EXHIBIT B-2025-1 PUBLIC PARKING
3. EXHIBIT C-2025-1 ADDITIONAL PURCHASE TERMS
4. EXHIBIT D-2025-1 PROPOSED PRELIMINARY SITE PLAN

EXHIBIT A

ORIGINAL DEVELOPMENT AGREEMENT

DEVELOPMENT

AGREEMENT

BETWEEN

**TAFT CORPORATE
OFFICE, LLC, OR ITS
ASSIGNS AS BUYER**

AND

CITY OF GREENVILLE, N.C. AS SELLER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of June, 2022, by and between **TAFT CORPORATE OFFICE, LLC**, a North Carolina limited liability company, and its assigns ("Buyer") and **CITY OF GREENVILLE, N.C.**, a municipal corporation (alternatively referred to as the "Seller" or the "City").

WITNESSETH: In consideration of the mutual covenants of Seller and Buyer contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer in fee simple, and Buyer agrees to purchase from Seller that certain parcel of Property situated, lying and being in Greenville, North Carolina, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"). The Property shall be together with and including all appurtenances, rights, hereditaments, privileges, easements and development rights benefiting, belonging or pertaining thereto, and any right, title and interest of Seller in and to any Property lying within the metes and bounds of the Property as shown on Exhibit A. It is the Buyer's intention to pursue the development of the Property for the construction and operation of Class A market rate apartment units and a structured parking deck to support the market rate apartment complex, the adjacent Stark boutique hotel, and the City's public parking needs as outlined in Exhibit B.

2. Purchase Price and Deposit. Buyer shall pay at closing of the property \$1,240,000.00, which is the amount the City has established as the fair market value through a method of appraisal, performed and certified by a Member Appraisal Institute (MAI) appraiser contracted with by the City, dated March 1, 2022. The Purchase Price shall be paid by Buyer to Seller at Closing (as hereafter defined) in cash or by certified check or wired funds.

Within five (5) business days following the Effective Date, (as defined in Section 30 hereof), Buyer shall deliver, in escrow, to Nexsen Pruet PLLC, as escrow agent ("Escrow Agent") the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Initial Deposit"). Within five (5) business days following the end of the Study Period (hereafter defined in Section 6.a.), provided that the Buyer has not terminated this Agreement, the amount of the deposit shall be increased by Buyer making an additional deposit with the Escrow Agent of Twenty-Five Thousand Dollars (\$25,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit so made are hereafter collectively called the "Deposit." The Deposit shall be held in a North Carolina State Bar IOLTA trust account at a financial institution designated by the Escrow Agent. At Closing, the Deposit shall be paid by the Escrow Agent to Seller and applied against the Purchase Price. If the transaction contemplated by this Agreement does not close for any reason, the Deposit

shall be disbursed in accordance with the terms of this Agreement. In the event of a dispute between the parties with regard to the Escrow Funds that arises prior to Escrow Agent's disbursement of the Escrow Funds, Escrow Agent will hold the Escrow Funds until it receives joint instructions from the parties, deposit the Escrow Funds with the Clerk of Court, or disburse the funds pursuant to an order from a court of competent jurisdiction instructing Escrow Agent how and when to disburse the Escrow Funds. Seller acknowledges that Buyer's entering into this Agreement to purchase the Property and undertaking to perform such tests and studies as Buyer, in its sole discretion, shall deem reasonable and advisable, is adequate and sufficient consideration for the right to terminate this Agreement for any reason, during and within the Study Period, as defined in Section 6.a. of this Agreement.

3. Closing. Closing of the sale and purchase of the Property pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney during normal business hours. The Closing shall take place on a regular business day on or before the date that is one (1) year following the Effective Date of this Agreement unless extended by mutual written agreement of the parties if factors beyond the Buyer's control surfaces, but Buyer must show reasonable progress with the project design documents as outlined in section 6(b). Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the closing are specified in Exhibit B and Exhibit C of this document.

At Closing, Seller shall execute and deliver to Buyer:

a. duly executed and acknowledged special warranty deed (with a covenant of further assurances) conveying the Property to Buyer, in fee simple, but which will have a reversionary clause in favor of the City terminating upon the event described in Section 4 below, such deed being in the form of Schedule 1(a) attached hereto.

b. a closing and settlement statement in form and substance mutually satisfactory to both parties;

c. a certificate, executed and sworn to by Seller, confirming that (i) as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Seller have been satisfied, (ii) Seller has delivered true, correct and complete original permits and property agreements to Buyer, and (iii) that no material adverse changes have occurred with respect to any part of the Property; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Buyer's title insurance company may require as to any matters to the extent not inconsistent with Seller's obligations under this Agreement.

At Closing, Buyer shall execute and deliver to Seller:

- a. the approved settlement statement;
- b. a certificate, executed and sworn to by Buyer, confirming that as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Buyer have been satisfied;
- c. the Deposit and the balance of the Purchase Price, adjusted as provided by the approved settlement statement; and
- d. a deed of trust for the benefit of the City, which will be in the form of Schedule 1(b) attached hereto.
- e. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. Economic Development Purposes. It is understood and agreed that the conveyance of the Property by the City to the Buyer is solely for the economic development purposes of increasing the property tax base of the City and stimulating further development and improvements in the downtown area of the City. Consequently, but for the commitment of the Buyer to make the improvements set forth in this Agreement and specifically in Exhibit C, the City would not have the authority to negotiate the sale of the property and would not have done so. Therefore, it is essential that the property be reconveyed to the City if the Buyer does not undertake and complete the improvements required by this Agreement. As a result of this, it is agreed that:

a. The special warranty deed by which the Property will be conveyed by the City to the Buyer will contain a reversionary term by which the Property will be reconveyed to the City if the Buyer fails to initiate and undertake the development of the Property as required by this Agreement. Upon the Buyer submitting the complete and final building permit application for the project, specifically for the parking deck and/or Class A market rate housing units, the reversionary clause contained in the deed will be released by the City. The form and content of the reversionary clause will be in the form as set forth in the proposed deed on Schedule 1(a) attached hereto. The form and content of the document releasing the reversionary clause shall be negotiated between the parties, but which will be reasonably acceptable to the City, Buyer and the Buyer's lender.

b. To secure the initiation, undertaking and completion of all improvements to the Property as set forth in the Agreement, the City will have a deed of trust on the Property which will provide for the development of the Property to be completed as agreed to in this Agreement. The deed of trust will be subordinated to any deed of trust or lien necessary to secure financing for the Buyer's improvements to the

Property. The deed of trust will be in the form set forth on Schedule 1(b) attached hereto. The deed of trust will be released when the development of the Property has been completed and certificates of occupancy issued for all improvements in the Property. Provided however that if desired by the Buyer, the Parties will negotiate in good faith to utilize a letter of credit, performance bond, completion guarantee, or some other form of security to assure that the improvements of the Property will be completed by the Buyer.

5. Undertakings of Parties Pending Closing. Within ten (10) days following the Effective Date, Seller will deliver to Buyer, at no cost or expense to Buyer, copies of all tests, studies and surveys in Seller's possession, or in the possession of Seller's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent Property owners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bill and assessment, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, all service, maintenance or management contracts, and any other documents or materials relating to the ownership, operations and maintenance of the Property ("Seller's Property Reports"). From the Effective Date until Closing (i) Seller shall give to Buyer, its agents and representatives, full and free access to all areas of the Property during normal business hours; (ii) Buyer, its agents and representatives, shall have the right, at Buyer's cost and risk, upon reasonable prior verbal or written notice to Seller, to enter upon the Property for the purpose of making physical inspections, environmental tests, soil tests, including test borings for geotechnical purposes, and other similar inspections and studies; and (iii) Seller shall render to Buyer all reasonable assistance requested by Buyer in obtaining any permits, consents or approvals which Buyer believes to be necessary in connection with Buyer's planned use of the Property. Provided however that reasonable assistance as defined in subsection (iii), immediately preceding, shall in no way imply or be interpreted as any expectation of the City or obligation on the part of the City to take any specific action on permit applications, plan reviews or other applications which might come before the City's staff or Council. It is expressly understood that the City staff and Council retain all discretion as to acting on all regulatory matters that might come before them. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 5, prior to any entry upon the Property, Buyer, at no cost to the Seller, shall furnish Seller with a certificate of insurance, in form and content acceptable to Seller, which names the Seller as an additional insured party. The general liability insurance coverage provided by the Buyer shall have coverage limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 5, Buyer shall keep the Property free and clear of any and all liens or claims resulting therefrom, shall defend, indemnify and hold harmless Seller, its agents, employees, officials (elected and appointed), and independent contractors/consultants from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) for loss or damage to property and/or injuries to or death of persons arising therefrom, and, if Closing does not occur for any reason, Buyer shall restore any portion

of the Property damaged by Buyer's activities on the Property to its condition immediately before such activities. The rights and obligations of the Buyer to indemnify Seller as aforesaid under the provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. Study Period; Conditions Precedent.

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is one hundred twenty (120) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit shall immediately be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

b. Development Approvals Contingency. Buyer shall have an initial period of one (1) year following the Effective Date, as may be extended (the "Approvals Period"), to acquire all approvals and permits for the project including, but not limited to, grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property (each hereinafter an "Approval," and collectively the "Approvals"). Seller agrees to use commercially reasonable efforts to expedite any Approvals requested from Seller. If Buyer determines one or more Approvals related to the development of the Property are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as Buyer diligently commences to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period, if Seller, in its reasonable discretion, grants either or both extensions. To exercise each extension option, prior to the expiration of the Approvals Period (as it may be extended), Buyer shall (i) notify Seller and the Escrow Agent of such exercise, and (ii) increase the Deposit by an additional Ten Thousand Dollars (\$10,000.00) deposit credited for each Extension Option exercised. Upon exercising any of the extensions provided above, Buyer shall deliver to Seller upon Seller's reasonable request, periodic updates regarding Buyer's acquisition of the remaining requested Approvals. Seller's obligation to grant any further extensions above is conditioned upon a showing that Buyer has pursued the Approvals in a commercially reasonable manner.

If at any time prior to Closing, Buyer determines that the desired Approvals have not been, or will not be, issued, then Buyer may terminate this Agreement by written notice to Seller. If this Agreement is terminated by Buyer pursuant to this Section 6.b at any time

prior to Closing, but after the end of the Study Period, then the Deposit shall be forfeited by the Buyer, the Escrow Agent shall forward the Deposit to the Seller, the Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liability or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

7. Title and Survey. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Permitted Exceptions, as hereinafter defined. For purposes hereof, "Permitted Exceptions" shall mean any other matters which are not objected to by Buyer prior to the end of Study Period except for those matters hereinafter described to which Buyer may object following the Study Period. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an owner's title insurance policy, at standard rates, subject only to the Permitted Exceptions. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

During the Study Period, Buyer may cause a title company to conduct a title examination of the Property and a surveyor to prepare an ALTA Survey of the Property. Buyer shall, no later than the last day of the Study Period, notify Seller in writing of any survey objections identified by Buyer. Buyer shall have the right to additionally object to any matters first appearing of record after the expiration of the Study Period, or during the gap from the last update of title to the expiration of the Study Period, unless such matters were caused by Buyer.

If, as provided above, Buyer has given Seller timely written notice of any such differences or survey objections, Seller shall use reasonable efforts to cause such objections to be resolved by the date of Closing. Seller shall bring suit, if necessary, to cure any other objection or to buy-out or settle any other claim or lien against the Property so long as such actions do not render such matters uncollectible under Seller's title insurance. Notwithstanding the foregoing, Seller (which shall not be deemed a limitation on Seller's title insurer) shall not be required to expend more than One Hundred Thousand Dollars (\$100,000.00) in the aggregate, including reasonable attorney's fees and expenses, to remove any title or survey objections. At either party's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of eliminating any title or survey objections. In the event that Seller does not eliminate any title or survey objections as of the date of Closing as the same may be extended under the preceding sentence, Buyer shall have the option of either (i) proceeding with Closing and accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any

kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

8. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

9. Adjustments. At Closing, all rents, real estate taxes, utilities, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property shall be adjusted and apportioned between the parties as of 11:59 p.m. on the date of Closing and shall thereafter be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. All assessments imposed against the Property by any governmental agency or public utility for improvements resulting from work commenced or development activities undertaken on or before Closing shall be paid in full by Seller at Closing. All assessments for improvements to or for the benefit of the Property for work commenced after Settlement shall be paid by Buyer unless such work is required by or results from development activities undertaken on or before Closing by Seller in which case the assessment shall be paid by Seller. If at the time for the delivery of the deed, the Property is affected by an assessment that is or may become payable in annual installments, then for the purposes of this Agreement, all of the unpaid installments of any such assessment shall be deemed to be due and payable and shall be paid and discharged by Seller. Notwithstanding the foregoing, the Seller agrees that none of the work anticipated to be performed by Seller pursuant to a Joint Development Agreement among the Seller, Buyer and Stark Holdings, LLC, including infrastructure improvements and relocation of utilities, will result in an assessment against the Property.

The cost of all documentary stamps, recordation taxes and transfer taxes with respect to this transaction will be borne by the Seller as it is statutorily exempt from such taxes; provided, however, that if the relevant statutes are changed and the Seller is no longer exempt at the time of Closing, then the parties agree that the cost of all documentary stamps, recordation taxes and transfer taxes with respect to this transaction shall be shared and paid equally by Seller and Buyer.

10. Representations and Warranties by Seller. To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby represents and warrants to, and covenants and agrees with Buyer the following, with the understanding and intention that Buyer is relying upon the accuracy of such representations and warranties, and the agreement of Seller to comply with and perform such covenants and agreements. These representations, warranties, covenants and agreements shall be deemed to be made by Seller to Buyer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and

warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if any such covenants and agreements are not satisfied, Buyer shall have the option of terminating this Agreement by written notice to Seller and receiving a return of its Deposit. The following are the representations and warranties:

a. Seller is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of North Carolina. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. Seller has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for Seller is fully and duly empowered and authorized to so act. To the best of Seller's knowledge, entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject;

b. To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof;

c. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, are any such assessments or proceedings contemplated by any governmental authority;

d. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board;

e. Seller is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the Seller's present use and operation of the Property;

f. Seller has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency, North Carolina Department of Environmental Quality, or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

g. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting Seller

or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and to the best of Seller's knowledge, there is no such action, suit, claim, litigation or proceeding contemplated;

h. There are no contracts, leases, licenses, or other agreements affecting the Property;

i. From the Effective Date until the Closing, Seller shall (i) maintain the Property in, or, if necessary, restore the Property to, its present condition, subject to reasonable wear and tear, damage and condemnation, and, (ii) continue to maintain the Property in a good, businesslike manner;

j. Seller has delivered to Buyer complete, true, and correct copies of all insurance policies. Seller shall continue all such insurance policies in full force and effect through the Closing Date, and Seller shall neither cancel nor amend any of the same without Buyer's prior written consent;

k. Seller has not received, and has no knowledge of, any written notices or written requests from any mortgagee, insurance company, or Board of Fire underwriters, or any organization exercising functions similar thereto, requesting the performance of any work or alterations in respect to the Property, and has not received and has no knowledge of any such non-written notices or requests;

l. From the Effective Date through the Closing Date, Seller shall not enter into any new agreements affecting the Property ("Property Agreements") without the prior written consent of Buyer. The copies of the Property Agreements previously delivered to Buyer, if any, are true, accurate, and complete, and there is no material, uncured breach or default by Seller or by any other party under the Property Agreements; prior to the Closing Date, Seller shall comply with each and every undertaking, covenant, and obligation under the Property Agreements and the same shall not be modified, amended, terminated, renewed, or otherwise altered without the prior written consent of Buyer, and Seller shall not modify or alter any repair or maintenance programs or policies now in effect with respect to the Property;

m. Seller owns the entire fee simple title to the Property (legal and equitable) and all persons who have any ownership interest or claim whatsoever in and to the Property (except trustees or mortgagees under existing deeds of trusts or mortgages, if any) have also signed this Agreement, thereby ratifying same. On the Closing Date, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions, liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions, and other matters affecting title, except for the Permitted Exceptions;

n. No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, mortgage,

pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof;

o. Seller shall terminate, at no cost to the Buyer, the lease agreement between the Seller and Bray Hollow Foundation, Inc. d/b/a A Time For Science so that the tenant vacates the property at least 30 days prior to the beginning of construction of the development, and Buyer shall be responsible for notice to the tenant of date scheduled for the beginning of construction;

p. There will be no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by Seller on the Closing Date;

q. To the best of Seller's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Seller; and

r. The Property is contiguous with a public road along all of its common boundary with such roadway, so that there are no strips or gores lying between such roadway and the Property. The Property has access to a publicly dedicated and accepted thoroughfare, and all access points from the Property to any public rights-of-way are either through duly issued curb (and median, if applicable) cut permits or through private easements running with title to the Property. There is no pending or threatened governmental proceeding which would impair or curtail such access.

The above representations, and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Buyer discovers any breach of the foregoing representations and warranties prior to closing, it shall afford Seller a period of one hundred twenty (120) days to cure such breach. Any time utilized by Seller to cure any breach shall be added to the one hundred twenty (120) day Study Period, as defined in Section 6.a. of this Agreement, if applicable. In the event Seller is unable to cure such breach within that time period, Buyer shall be entitled to terminate this Agreement in which event the Escrow Agent shall return the Deposit to Buyer.

11. Representations and Warranties by Buyer. To induce Seller to enter into this Agreement and to sell the Property, Buyer hereby represents and warrants to, and covenants and agrees with, Seller the following, with the understanding and intention that Seller is relying upon the accuracy of such representations and warranties, and the

agreement of Buyer to comply with and perform such covenants and agreements. These representations, warranties, covenants and agreements shall be deemed to be made by Buyer to Seller as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if such covenants and agreements are not satisfied, Seller shall have the option of terminating this Agreement by written notice to Buyer and shall be allowed to retain the Deposit. The following are the representations and warranties:

a. Buyer is a North Carolina limited liability company which was validly formed and organized and is in good standing under the laws of the State of North Carolina. Buyer has filed with the Secretary of State of North Carolina appropriate registrations and is authorized to do business in this State. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; Buyer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Buyer is fully and duly empowered and authorized to so act;

b. There are no pending or, to the knowledge of Buyer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing; and

c. To the best of Buyer's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Buyer.

The above representations and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Seller discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Buyer a period of one hundred twenty (120) days to cure such breach. In the event that Buyer is unable to cure such breach within that time period, Seller shall be entitled, as its sole and only remedy, to receive and retain the Deposit and have the title to the Property conveyed to the City.

12. Other Undertakings of the Parties.

- a. The Buyer shall provide access to public parking in the Buyer's parking deck for use by the general public as specified in EXHIBIT B of this agreement.
- b. The Seller is responsible for all public investments specified in EXHIBIT C of this agreement.

13. Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Seller shall notify Buyer thereof, and Buyer may elect either (a) to terminate this Agreement, in which event the Deposit shall be refunded and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all condemnation awards or payments shall be paid or assigned by Seller to Buyer at Closing.

14. Risk of Loss. The Property shall be held at the risk of Seller until Closing. Seller shall immediately have all insurance policies on the Property endorsed to protect all parties hereto as their interests may appear and shall continue the insurance in full force during the term of this Agreement.

15. Indemnification. The Buyer hereby agrees to indemnify, protect and save the Seller and its officers, Council members and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Buyer and not the Seller. The indemnification arising under this Article shall survive the Agreement's termination.

To secure this indemnification commitment, the Buyer, at no cost to the Seller, shall furnish the Seller with a certificate of insurance, in form and context acceptable to the Seller, which names the Seller as an additional insured party. The insurance coverage provided by the Buyer shall have coverage limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

The Seller hereby agrees to indemnify, protect and save the Buyer and its officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property

or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Seller and not the Buyer. The indemnification arising under this Article shall survive the Agreement's termination.

16. Possession. At Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of any tenancies, occupants or parties in possession.

17. Termination. If prior to closing Buyer fails to perform any of its obligations under this Agreement in any material respect and if such failure continues unremedied for more than forty-five (45) days unless further extended by agreement of the parties following receipt by Buyer of written notice from Seller specifying the nature of such failure, then Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer, and thereupon Escrow Agent shall pay to Seller, the Deposit as sole and exclusive remedy and as liquidated damages and not a penalty, such amount being recognized by Seller as being Seller's unascertainable damages that result from Seller's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Buyer prior to closing because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to Buyer and Seller and no additional damages, costs or expenses shall be sought by Seller in connection herewith. Seller expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Seller due to any breach or default by Buyer in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Seller's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

If Seller shall fail to proceed to Closing under this Agreement, or if prior to closing Seller fails to perform any of its other obligations under this Agreement and if such other failure by Seller continues unremedied for more than forty-five (45) days unless further extended by agreement of the parties following receipt by Seller of written notice from Buyer specifying the nature of such failure, then Buyer may as its sole and exclusive remedy, terminate this Agreement by written notice to Seller, and thereupon Escrow Agent shall pay to Buyer the Deposit as liquidated damages and not a penalty, such amount being recognized by Buyer as being Buyer's unascertainable damages that result from Buyer's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Seller prior to closing because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to Seller and Buyer and no additional damages, costs or expenses shall be sought by Buyer

in connection herewith. Buyer expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Buyer due to any breach or default by Seller in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Buyer's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

18. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail to the email address provided hereunder (with a copy to follow by another method authorized by this Section 18 unless an email acknowledging receipt is received), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to Seller: City of Greenville, N.C.
 Attn: City Manager
 200 West 5th Street
 Greenville, NC 27858
 Fax: (252) 329-4435
 Email: awall@greenvillenc.gov

With a copy to: City of Greenville, N.C.
 Attn: City Attorney's Office
 200 West 5th Street
 Greenville, NC 27858
 Email: emcgirt@greenvillenc.gov

If to Buyer: Taft Corporate Office, LLC
 631 Dickinson Avenue
 Greenville, NC 27834
 Email: Thomas@tfonc.com

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or email address to which notices must be sent for their behalf.

19. Brokers. No real estate commissions or brokerage fees shall be paid by Buyer or Seller arising out of this Agreement and the consummation of the transactions

contemplated hereby. Each of Buyer and Seller hereby agree to defend, indemnify and hold harmless the other Party, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnification shall survive Closing or any termination of this Agreement.

20. FIRPTA. The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit, under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

21. Escrow Agent. Seller and Buyer agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

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

23. Assignment. Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Buyer may assign this Agreement to a Subsidiary which is majority owned by the Buyer or an Affiliate of Buyer, without consent of Seller, subject to providing Seller ten (10) days' notice of assignment, provided that Assignee agrees to be fully obligated under all terms of this Agreement and Buyer will guarantee the performance by the Subsidiary or Affiliate of the obligations due under this Agreement. Any such assignment shall not release the Buyer named herein from any liability for the performance of Buyer's obligations under this Agreement. The term "Subsidiary" means, with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such

corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any Subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability company. The term "Affiliate" shall mean, with respect to any specified Person, another person that controls or is under common control with the specified Person. Buyer shall not assign any interest in or obligation under this Agreement to any party other than a Subsidiary or Affiliate, without the prior express written consent of Seller. Buyer may not assign this Agreement to any other entity without the consent of the Seller.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. Exhibits and Schedules. Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement. However, to the extent there is a conflict between a Schedule and the Agreement, the language of the Agreement controls.

26. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of North Carolina, and in particular the provisions of Section 158-7.1 of the North Carolina General Statutes, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the courts of North Carolina; provided, that if any such action or proceeding arises under the Constitution laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the Eastern District of North Carolina. Each of the parties consent to jurisdiction and venue in the state and federal courts of North Carolina.

27. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

28. Survival. Each and every warranty, representation, covenant and agreement of Seller contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on Seller. No inspections or examinations of the Property, or the books, records or information relative thereto by Buyer shall diminish or otherwise affect Seller's representations, warranties, covenants and agreements relative thereto and Buyer may continue to rely thereon.

29. Cumulative Rights. All rights, powers and privileges referred to under this

Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

30. Effective Date. The term "Effective Date" as used in this Agreement shall mean the date that a fully executed original of this Agreement is delivered to and received by Buyer and the Escrow Agent.

31. No Waiver by Conduct. The failure of either party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

32. Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

33. Holidays. Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday, the party having such right or obligations shall have until 5:00 p.m. on the next day other than a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

34. Attorneys' Fees. In the event of any litigation between Buyer and Seller relating to or arising out of this Agreement, the party prevailing in such litigation shall be entitled to recover from the non-prevailing party all reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees and expert witness fees, suffered or incurred by the prevailing party with respect to such litigation.

35. Additional Obligations of Seller.

a. Discovery of Additional Facts. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Agreement and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property.

b. No Waste. Seller shall keep the Property in its present physical condition and shall not excavate or commit any waste upon the Property.

c. Governmental Applications. Seller shall not file any plans, plats or any other documents or materials with any governmental authority that are not in compliance with the Agreement unless Seller has obtained Buyer's prior written approval of such plans, plats and/or other documents and materials in each instance.

36. Interpretation and Additional Definitions. Wherever in this Agreement

provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

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

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

39. Independent Third Party. It is mutually understood and agreed the Buyer is an independent third party and not an agent of the City, and as such, Buyer, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

40. Nondiscrimination. The City does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the

City's non- discrimination policy.

41. Minority/Women-Owned Business Enterprise Program. The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Buyer attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and make reasonable efforts to utilize MWBE suppliers of materials and labor when available. Buyer further agrees that in the performance of these roles, responsibilities and obligations that it 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.

42. Authority to Contract. The undersigned hereby certifies that this Agreement is in all respects fair and without collusion or fraud and warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Buyer as the act of the said Buyer.

43. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on July 11, 2022, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn and of no further force or effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

44. Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

WITNESS:



SELLER:

CITY OF GREENVILLE, N.C.

Valerie Shiuwegar
Valerie Shiuwegar, City Clerk

By: [Signature] (SEAL)

Name: P.J. Connelly _____

Title Mayor _____

Date: 6/30/22

WITNESS:

[Signature]

BUYER:

TAFT CORPORATE OFFICE, LLC

By: [Signature] (SEAL)
Thomas Taft, Principal

Date: 7/6/22

APPROVED AS TO FORM:

BY: [Signature]
Emanuel 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.

BY: [Signature]
Byron Hayes, Director of Financial Services

Date: 6/28/22

Account Number _____

Project Code (if applicable) _____

JOINDER OF ESCROW AGENT

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

NEXSEN PRUET PLLC

By:  (SEAL)
19C3DD37479F47A...

Name: Ernest C. Pearson

Title: Member

Date: 7/7/2022

EXHIBITS AND SCHEDULES

1. EXHIBIT A LEGAL DESCRIPTION OF PROPERTY
2. EXHIBIT B PUBLIC PARKING
3. EXHIBIT C ADDITIONAL PURCHASE TERMS
4. SCHEDULE 1(a) FORM OF SPECIAL WARRANTY DEED
5. SCHEDULE 1(b) FORM OF DEED OF TRUST

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; thence South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description. See Map of record in Book 74, Page 30 of the Pitt County Registry for a more accurate description.

PARCEL MAP

Pitt County Tax Parcel #20038:

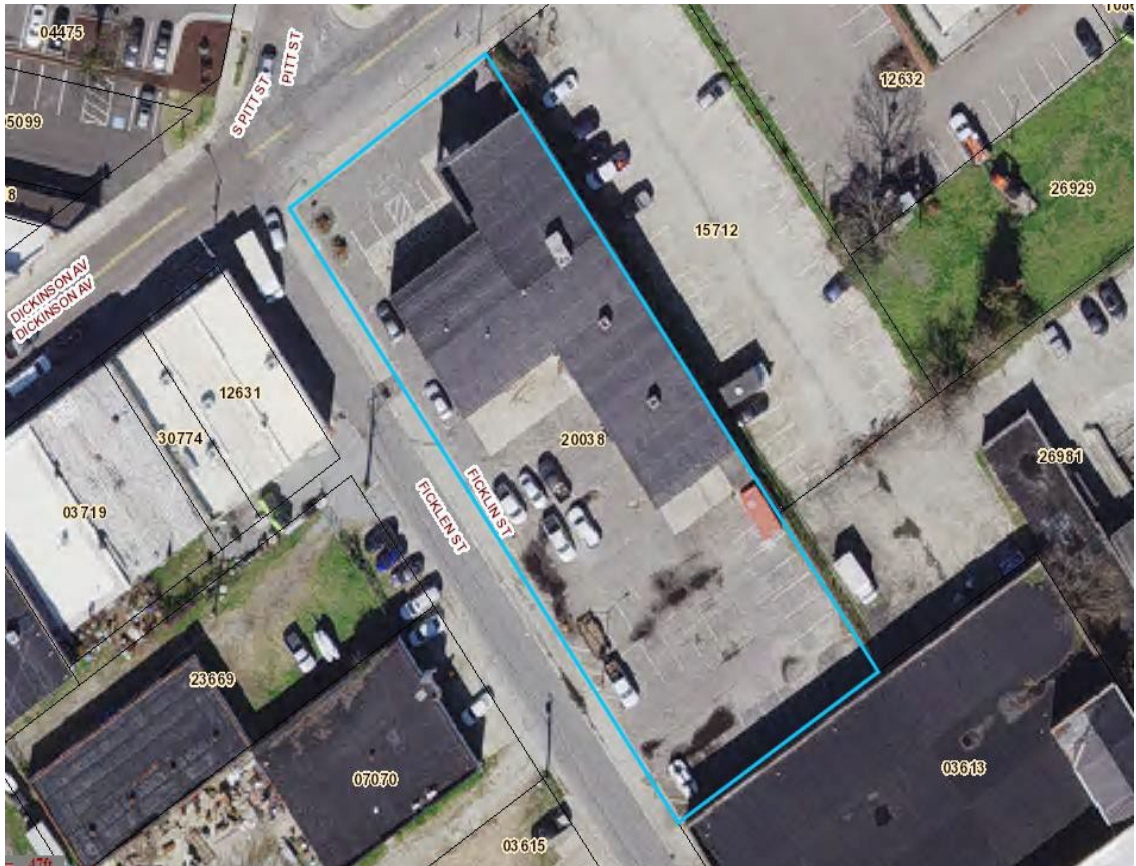


EXHIBIT B

PUBLIC PARKING

The Following terms shall apply to the City's and Buyer's public parking needs in relation to the Buyer's project:

1. Public Parking in Buyer Owned Parking Deck:

- Buyer shall construct a parking deck to support the market rate apartment complex, the City's public parking needs, and ninety (90) parking spaces for Stark Holdings, LLC's development of the E.B. Ficklen Marriott Hotel, restaurant and event space.
- The parking deck shall include a minimum of 390 parking spaces to support the public and private needs of the development.
- Construction of the parking deck shall be completed within twenty-four (24) months of the issuance date of the building permit.
- The City shall cooperate with Buyer's general contractor as to any needed street closures related to the parking deck during the construction period.
- The Buyer shall lease to the City a minimum of 35 parking spaces in the parking deck to be used for the following public parking needs:
 - Public parking open to the general public on an hour by hour, fee basis. The hourly parking fee charged to the general public by the City for use of the City's leased parking spaces shall be at the sole discretion of the City Council as included in the Council adopted Manual of Fees.
 - Sublease parking spaces to members of the general public in compliance with the City Council adopted Uptown Greenville Parking Policy.
- All revenues earned by the City from the general public hourly and / or subleased use of the leased parking spaces from the Buyer shall be recorded by the City as general governmental revenues and used solely by the City to cover the City's general operating expenses. Absent written agreement to the contrary, Buyer shall not be entitled to any of these funds.
- The following conditions shall apply to the parking spaces within the parking deck leased to the City from Buyer:

- The City shall have twenty-four (24) hour a day, seven (7) days a week access to the parking spaces to be used for the City's public parking needs.
- The City shall have sole discretion as to the distribution of the leased spaces between hourly public parking spaces and subleased spaces.
- The City spaces shall be located on the first level of the deck and shall not be mixed into the residential or Stark parking.
- The lease between the City and the Buyer shall be for an initial term of fifteen (15) years. At the end of the initial fifteen (15) year term, the lease shall automatically renew on a year-by-year basis with an option to terminate by either the City or Buyer with one-year written notice.
- The City shall lease the parking spaces from Buyer at a rate of \$90 per month per space for year one of the lease.
- For the initial term of the lease and each automatic annual renewal, the annual lease rate paid per month, per space by the City shall not increase by more than two percent (2.0%).
- The City shall have the sole responsibility of policing the leased parking spaces for violations and trash removal.
- The Buyer shall be responsible for the installation of all equipment that will be required by the City to manage the leased parking spaces. The City shall reimburse the Buyer for the cost of the installation of all equipment that will be required by the City to manage the leased parking spaces. The City shall be responsible for all the monthly expenses, inclusive of internet and electrical power, required to operate the parking management equipment. In the event the lease is terminated, the City shall be permitted to remove the equipment without penalty and it shall be the City's sole personal property.
- The Buyer shall be responsible for funding all structural maintenance required on an annual basis to ensure the ongoing structural integrity of the parking deck.

EXHIBIT C

ADDITIONAL PURCHASE TERMS

1. Class A Market Rate Apartment Complex:

- a. The Buyer shall apply for a building permit for the project within twelve (12) months of the Effective Date of the Agreement.
 - i. In the event a building permit for the project is not applied for within the twelve-month (12) period, the City at its option may refund any payments made by the Buyer less the amount of the deposit and the ownership of the property will revert to the City.
 - ii. The twelve-month (12) period can be extended by written agreement of the parties if factors beyond the Buyer's control surfaces, but the Buyer must show the City reasonable progress with the project design documents.
- b. The City shall render to the Buyer all reasonably expedient assistance in obtaining any permits, plan reviews, consents or approvals which are necessary in connection with the development and completion of the Buyer's project. However, reasonably expedient assistance shall in no way imply or be interpreted as any expectation of the City or obligation of the City to take any specific action on permits, plan reviews or other applications that are not in compliance with the North Carolina State Building Code or City of Greenville, N.C. Code of Ordinances.
- c. The Buyer shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements.
 - i. The Buyer shall provide the City with both preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.
 - ii. The Buyer shall agree to comply with governmental zoning requirements for the project, to include all exterior building materials and finishes for the project, and site improvements to be constructed on the property.
 - iii. During construction, the Buyer will allow the City access to all properties so that the City may conduct inspections of the work for consistency with the Agreement.
- d. The Buyer shall complete all phases of the market rate apartment project within twenty-four (24) months of the issuance date of the building permit. The

completion date may be extended to a date beyond twenty-four (24) months only upon mutual agreement of the City and the Buyer (the “Extended Date”).

- i. The City shall not unreasonably deny an extension of the completion date requested by the Buyer.
 - ii. Rain days prior to the structure being dried in and force majeure events will be credited against the twenty-four-month (24) period and any subsequent extended period.
 - iii. The project shall be deemed complete upon issuance of Certificates of Occupancy for all phases of the market rate apartment project.
- e. The following restrictions shall apply to the market rate apartment complex component:
- i. The project shall include at least 150 market rate units.
 - ii. The exterior façade of the project shall be consistent with other Buyer developed mid-rise projects in the Uptown district.
 - iii. There shall be no “quad style” units included in the project.
 - iv. The market rate units shall consist of a combination of one- and two-bedroom units.
 - v. The Buyer shall require only one lease per unit.
 - vi. The Buyer shall use its existing corporate policy for applicant rental criteria screening for the market rate development. This policy requires: income levels that are more than three times annual rent; a clean record of past rental experience; and a good criminal background check in screening applicants to live in the market rate community. Notwithstanding the aforementioned, the application verification process and lease shall not violate Federal and/or State Fair Housing Laws.
 - vii. The Buyer shall annually supply to the City upon request any relevant documentation requested for review as to the Buyer’s compliance with the requirements related to market rate housing as included in the Agreement.

- f. The City shall cooperate with the Buyer's general contractor as to any needed street closures related to the market rate development during the construction period.
- g. The Buyer shall include an art component in the project. The type, size, cost and location shall be at the complete discretion of the Buyer.

2. Relocation of the North Carolina Museum of Natural Sciences:

- a. In order to allow for the construction of the Buyer's project, the Buyer shall provide for the relocation of the North Carolina Museum of Natural Sciences ("Museum") from the Museum's current location within City owned property located at 729 Dickinson Avenue (Pitt County Tax Parcel #20038) into the Buyer's Cupola Building located at 226 West Eight Street (Pitt County Tax Parcel #26981).
- b. The Buyer shall relocate the Museum into the Cupola Building at a time agreeable to Buyer and Museum as to not disrupt the Museum's operation and the Buyer's construction. Buyer shall provide the Museum at least thirty (30) days' notice for relocation.
- c. The Buyer shall lease the Cupola Building to the Museum, for its operational needs and uses as a Museum only, for a minimum term of thirty (30) years at an annual rate of \$1.00 per year so long as the Museum is in existence. All other terms of the lease agreement shall be negotiated between the Buyer and the Museum and shall be independent from the City. City acknowledges that the Buyer shall utilize the basement of the Cupola for amenities for the market rate apartment project.
- d. The Buyer shall commit to funding a minimum of \$480,000 in improvements to the Cupola Building for the benefit of the Museum's relocation and buildout. The Buyer shall provide documentation to include, but not be limited to, contracts, purchase orders and invoices to support the Buyer's investment in improvements to the Cupola Building.
- e. As a match to the Buyer's contribution described above in Item 2d., the City shall make a cash contribution of \$240,000 to the Museum that shall be utilized by the Museum for the Museum's relocation, buildout, programming or operation within the new Cupola Building location. Prior to the City's distribution of the City's cash contribution to the Museum, the Buyer shall provide to the City the information described above in Item 2d. that documents the \$480,000 in improvements made by the Buyer to the Cupola Building for the benefit of the Museum's relocation and buildout.

- f. The City shall not be responsible for accommodating and / or funding the public parking needs of the Museum. As with the general public, patrons of the Museum shall have access to the City's general public parking spaces within the parking deck on a first come, first serve hourly fee basis.

SCHEDULE 1(a)

**FORM OF SPECIAL
WARRANTY DEED**

Type: CONSOLIDATED REAL PROPERTY
Recorded: 11/16/2022 4:00:02 PM
Fee Amt: \$26.00 Page 1 of 6
Revenue Tax: \$0.00
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4355 PG 594 - 599

(Space Above for Recorder's Use)

**NORTH CAROLINA SPECIAL WARRANTY DEED
PITT COUNTY**

This instrument prepared without benefit of title search by: **EXCISE TAX: EXEMPT**
Emanuel D. McGirt, City Attorney, or Attorney retained by City Parcel Identifier No: 20038

***No title examination performed by this preparing attorney.**

Mail/Return to: Grantee

THIS DEED made and entered into this 16th day of November, 2022, by and between

<u>GRANTOR</u>	<u>GRANTEE</u>
City of Greenville, N.C., A municipal corporation organized and existing under the laws of the State of North Carolina P.O. Box 7207 Greenville, NC 27835	Dickinson Multifamily Investments LLC, A North Carolina limited liability company 631 Dickinson Avenue Greenville, NC 27834

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter, as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does, subject to the Permitted Exceptions (defined herein), grant, bargain, sell and convey unto the Grantee in fee simple subject to a

submitted electronically by "Colombo Kitchin Dunn Ball & Porter, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

condition subsequent, all that certain lot or parcel of land situated in Pitt County, North Carolina and more particularly described as follows (the "Property")

See Exhibit A attached hereto and made a part hereof for all purposes.

The Property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 4061, Page 38-44, (specifically, Exhibit A, Tract 7) Pitt County Registry.

SUBJECT TO THE PERMITTED EXCEPTIONS, TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple subject to condition subsequent.

AND SUBJECT TO THE PERMITTED EXCEPTIONS, the Grantor covenants with the Grantee that Grantor has done nothing to impair such title to the Property as Grantor received, and that Grantor will warrant and defend the title to the Property against lawful claims of all persons claiming by, under or through Grantor, except for the Permitted Exceptions stated herein. Title to the Property is conveyed subject to the following (the "Permitted Exceptions"):

1. Ad valorem taxes for the year 2023 and subsequent years, a lien not yet due and payable;
2. All applicable zoning and other land use regulations or restrictions affecting the Property.
3. The reservations, covenants, restrictions, limitations, and conditions as set forth in Exhibit B attached hereto and incorporated herein by reference.
4. Matters shown on recorded Map Book 74 at Page 30; Map Book 47 at Page 57; and Map Book 16 at Page 37, Pitt County Registry.
5. Easement(s) to Department of Transportation recorded in Book 4273 at Page 378, Pitt County Registry.
6. Rights and easement(s) recorded in Book N37 at Page 521, Pitt County Registry.

Pursuant to N.C.G.S. 105-317.2, Grantor states as follows: the Property conveyed herein does not include the primary residence of the Grantor. Grantor's address is provided herein.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed in its name by its duly authorized representative the day and year first above written.

[SIGNATURE PAGES FOLLOW]

GRANTOR SIGNATURE PAGE FOR SPECIAL WARRANTY DEED

GRANTOR:

City of Greenville, N.C.,
a municipal corporation organized and
existing under the laws of the State of North
Carolina

By: [Signature]
Name: P.J. Connelly
Title: Mayor



ATTEST:

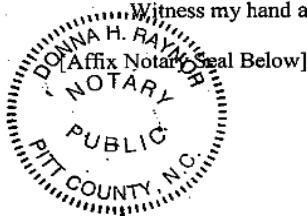
Valerie Shiuwegar
Valerie Shiuwegar, City Clerk

(AFFIX CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Witness my hand and Notarial Seal, this the 15th day of November, 2022.



Signature: Donna H. Raynor

Print Name: Donna H. Raynor
Notary Public

My Commission Expires: 12/25/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE SIGNATURE PAGE FOR SPECIAL WARRANTY DEED

GRANTEE:

Dickinson Multi Family Investments, LLC,
a North Carolina limited liability company

By: *Thomas F. Tatt Jr.*
Name: Thomas F. Tatt Jr.
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF PITT

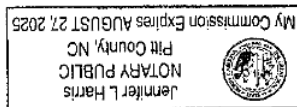
I certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas F. Tatt Jr. - Manager

Witness my hand and official seal, this the 15 day of November, 20 .

[Affix Notary Seal Below]

Signature: *Jennifer L. Harris*
Print Name: Jennifer L. Harris
Notary Public

My Commission Expires:



GRANTEE SIGNATURE PAGE FOR SPECIAL WARRANTY DEED

GRANTEE:

Dickinson Multi Family Investments, LLC,
a North Carolina limited liability company

By: [Signature]
Name: Thomas F. Pitt Jr.
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF PITT

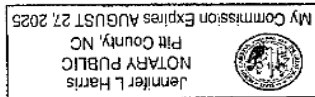
I certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas F. Pitt Jr. - Manager

Witness my hand and official seal, this the 5 day of November, 20 .

[Affix Notary Seal Below]

Signature: [Signature]
Print Name: Jennifer L. Harris
Notary Public

My Commission Expires:



**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

LEGAL DESCRIPTION OF PROPERTY

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; thence South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description. See Map of record in Book 74, Page 30 of the Pitt County Registry for a more accurate description. The above described real estate is conveyed subject to that certain right and easement described and recorded in that certain deed of record in Book N-37, Page 521, Pitt County Registry.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

**RESERVATIONS, COVENANTS, RESTRICTIONS, LIMITATIONS, AND
CONDITIONS**

Grantor and Grantee acknowledge that the Property is being conveyed to Grantee by this Deed pursuant to the Development Agreement dated June 27, 2022 by and between Grantor and Grantee. Accordingly, and as stipulated in the Development Agreement, if the Grantee, its successors, successors-in-title, and assigns (each a "Grantee Party" and collectively the "Grantee Parties"), fails to initiate and undertake to completion the development of the Property as a market rate housing development and structured parking deck to the specifications contained in the Development Agreement and as otherwise required under the terms of the Development Agreement (the "Project"), title to the Property herein conveyed shall be reconveyed by the Grantee Parties to, and be vested in, Grantor, its successors and assigns (the "Reconveyance Right"). In connection with the Reconveyance Right, Grantee Parties shall be obligated to execute any special warranty deeds necessary in order to confirm title to the Property to Grantor, its successors and assigns (each a "Grantor Party" and collectively the "Grantor Parties"), free and clear of all encumbrances except for the Permitted Exceptions and encumbrances lawfully created by Grantee during its ownership of the Property, but excluding monetary liens of a sum certain, which will be satisfied by the Grantee Parties prior to such conveyance. Upon a Grantee Party's submittal of the complete and final building permit application for the Project, Grantor shall be obligated to record in the Pitt County Registry a release of the Property from the Reconveyance Right. The aforementioned rights contained in this Exhibit, including the Reconveyance Right, (i) shall be binding upon the Grantor Parties and Grantee Parties, and shall inure to the benefit of the Grantor Parties, enforceable by the Grantor Parties against the Grantee Parties, and (ii) shall run with the land and shall be binding on all parties and persons claiming thereunder and/or owning, using, leasing, or licensing any portion of the Property until recording of the aforesaid release by Grantor. The aforementioned obligation to release the Property from the Reconveyance Right shall be binding upon the Grantor Parties, and shall inure to the benefit of the Grantee Parties, enforceable by the Grantee Parties against the Grantor Parties.

**TO
SPECIAL WARRANTY DEED**

**RESERVATIONS, COVENANTS, RESTRICTIONS, LIMITATIONS, AND
CONDITIONS**

Grantor and Grantee acknowledge that the Property is being conveyed to Grantee by this Deed pursuant to the Development Agreement dated _____, 20__ by and between Grantor and Grantee. Accordingly, and as stipulated in the Development Agreement, if the Grantee, its successors, successors-in-title, and assigns (each a “Grantee Party” and collectively the “Grantee Parties”), fails to initiate and undertake to completion the development of the Property as a market rate housing development and structured parking deck to the specifications contained in the Development Agreement and as otherwise required under the terms of the Development Agreement (the “Project”), title to the Property herein conveyed shall be reconveyed by the Grantee Parties to, and be vested in, Grantor, its successors and assigns (the “Reconveyance Right”). In connection with the Reconveyance Right, Grantee Parties shall be obligated to execute any special warranty deeds necessary in order to confirm title to the Property to Grantor, its successors and assigns (each a “Grantor Party” and collectively the “Grantor Parties”), free and clear of all encumbrances except for the Permitted Exceptions and encumbrances lawfully created by Grantee during its ownership of the Property, but excluding monetary liens of a sum certain, which will be satisfied by the Grantee Parties prior to such conveyance. Upon a Grantee Party’s submittal of the complete and final building permit application for the Project, Grantor shall be obligated to record in the Pitt County Registry a release of the Property from the Reconveyance Right. The aforementioned rights contained in this Exhibit, including the Reconveyance Right, (i) shall be binding upon the Grantor Parties and Grantee Parties, and shall inure to the benefit of the Grantor Parties, enforceable by the Grantor Parties against the Grantee Parties, and (ii) shall run with the land and shall be binding on all parties and persons claiming thereunder and/or owning, using, leasing, or licensing any portion of the Property until recording of the aforesaid release by Grantor. The aforementioned obligation to release the Property from the Reconveyance Right shall be binding upon the Grantor Parties, and shall inure to the benefit of the Grantee Parties, enforceable by the Grantee Parties against the Grantor Parties.

SCHEDULE 1(b)

Page 1 of 7

Type: CONSOLIDATED REAL PROPERTY
Recorded: 11/16/2022 4:00:09 PM
Fee Amt: \$64.00 Page 1 of 7
Pitt County, NC
Lisa P. Nichols REG OF DEEDS

BK 4355 PG 600 - 606

SATISFACTION: The obligations secured by the
within Deed of Trust have been satisfied in full.
This the ___ day of _____, 20__.

Signed: _____

Tax Lot No. _____ Parcel Identifier No.: _____
Verified by _____ County, North Carolina on the ___ day of _____,
20__.

Mail after recording to: Attention Emanuel McGirt, City Attorney, City of Greenville
200 West 5th Street, Greenville, NC 27858

Brief Description for the Index:

Approximately 0.65 Acres, Pitt County, North Carolina, Parcel # 20038.

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of November, 2022, by and
between:

GRANTOR:

**DICKINSON MULTIFAMILY
INVESTMENTS LLC,**
a North Carolina limited liability
company

631 Dickinson Avenue
Greenville, NC 27834

TRUSTEE:

**EMANUEL MCGIRT, CITY
ATTORNEY, CITY OF
GREENVILLE,**

200 West 5th Street,
Greenville, NC 27858

BENEFICIARY:

THE CITY OF GREENVILLE,
a municipal corporation organized
and existing under the laws of the
State of North Carolina

200 West 5th Street,
PO Box 7207
Greenville, NC 27835

The designation Grantor, Trustee and Beneficiary as used herein shall include said parties,
their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter
as required by context.

Submitted electronically by "Colombo Kitchin Dunn Ball & Porter, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Pitt County Register of Deeds.

Book: 4355 Page: 600 Page 1 of 7

WITNESSETH, that Grantor is the fee simple owner of certain real property located in the City of Greenville, Pitt County, North Carolina and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

WITNESSETH, that Beneficiary and Grantor entered into that certain Development Agreement between Grantor, as "Buyer", and Beneficiary, as "Seller", dated on or about June 27, 2022 (the "Development Agreement"), in which Grantor and Beneficiary agreed that Grantor would undertake certain development obligations with respect to the Property, which development obligations are more fully set forth in the Development Agreement (collectively, the "Development Obligations") as partial consideration for Beneficiary's sale of the Property to Grantor, and Grantor's purchase of the Property from Beneficiary;

WITNESSETH, that Grantor's covenant to complete the Development Obligations pursuant to the Development Agreement was a material inducement to Beneficiary's agreeing to convey the Property to Grantor; and

WITNESSETH, pursuant to the Development Agreement, Beneficiary agreed to secure the Development Obligations with this Deed of Trust and subject to the terms and conditions more particularly described herein.

NOW, THEREFORE, in consideration of Beneficiary's execution and performance of the Development Agreement and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey, with power of sale, to the Trustee, his heirs, or successors, and assigns, the Property.

TO HAVE AND TO HOLD said Property with all privileges and appurtenances thereunto belonging, to said Trustee, and Trustee's heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If Grantor completes the Development Obligations and shall comply with all of the covenants, terms and conditions of this Deed of Trust and the Development Agreement, then this conveyance shall be null and void and may be cancelled of record at the request and the expense of Grantor. If, however, there shall be any default (each of the following subsections (a) and (b) shall constitute an "Event of Default") (a) in the completion of the Development Obligations, or (b) any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or the Development Agreement, and such default, failure or neglect is not cured within thirty (30) days after receipt of written notice thereof from Beneficiary (or, if the nature of such default, failure or neglect, is such that the default, failure or neglect cannot reasonably be cured within that thirty (30) day period, then if such default, failure or neglect is not cured within a reasonable time (not to exceed sixty (60) days after Grantor's receipt of such written notice)), then and in any of such events, without further notice, it shall be lawful for and the duty of Trustee, upon request of Beneficiary, to sell the Property at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and having obtained such findings or leave of court as may then be required by law and given such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and

any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale, to convey title to the purchaser in as full and ample manner as Trustee is empowered. Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after Trustee retains its compensation, together with reasonable attorneys' fees incurred by Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the obligations hereby secured and advancements and other sums expended by Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. Trustee's compensation, regardless of whether a sale is actually held shall be limited to reasonable trustee's fees actually incurred (based on the actual number of hours worked by Trustee at usual and customary hourly rates) and Trustee's actual out-of-pocket expenses, without regard to any statutory presumption.

And Grantor does hereby covenant and agree with Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on: the Property, now or hereafter erected, constantly insured for the benefit of Beneficiary against loss by fire, windstorm and such other casualties and contingencies, and in such manner and in such companies and for such amounts, not less than that amount necessary to reconstruct such improvements to the same or better condition they were prior to such event, and as otherwise may be satisfactory to Beneficiary. Grantor shall maintain commercial general liability insurance on the Property with coverage amounts reasonably acceptable to Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the obligation secured hereby remains uncompleted. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at its option, may purchase such insurance. Such amounts paid by Beneficiary shall be secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against the Property prior to delinquency. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at its option, may pay the same and the amounts so paid shall be secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENT OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the Event of Default, all rents and profits from the Property and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such Property and improvements and to rent same at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection to apply the remainder to the debt secured hereby.

4. **WASTE.** Grantor covenants that Grantor will keep the Property herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Property or their use, and that Grantor will not commit or permit any waste. Beneficiary hereby agrees that storing equipment and materials on the Property for purposes of the Development Obligations, shall not constitute waste.

5. **CONDEMNATION.** If any or all of the Property shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Property by Grantor.

6. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

7. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce its trust, or for any reason the Beneficiary desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of Trustee.

8. **SALE OF PROPERTY.** Grantor agrees that if the Property or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law, other than the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Property, without the prior written consent of Beneficiary, such transfer shall constitute an Event of Default, and then Beneficiary at its option, may declare all obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title to the Property or in the beneficial ownership of the Property, including the sale, conveyance or disposition of any interest in Grantor shall be deemed to be the transfer of an interest in the Property.

9. **INDEMNITY.** If any suit or proceeding be brought against Trustee or Beneficiary by any third party or if any suit or proceeding be brought which may affect the value or title of the Property, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense incurred in by either Trustee or Beneficiary in connection with such suit or proceeding, which shall be due and payable on demand.

10. **WAIVERS.** Grantor waives all rights to require marshalling of assets by Trustee or Beneficiary. No delay or omission of Trustee or Beneficiary in the exercise of any right, power or remedy arising under this Deed of Trust shall be deemed a waiver of any default or acquiescence

therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

11. **CIVIL ACTION.** If Trustee is named as a party to any civil action as Trustee in this Deed of Trust, Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of Trustee in such action shall be paid by Beneficiary.

12. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

13. **NONRECOURSE.** Notwithstanding anything to the contrary in this Deed of Trust, the liability and obligation of Grantor to perform its obligations herein, shall not be enforced by any action or proceeding pursuant to which damages or any money judgment or any deficiency judgment or any judgment establishing any personal obligation or liability shall be sought, collected or otherwise obtained against Grantor; provided, however, that the foregoing shall not limit Beneficiary's remedies under the Development Agreement.

14. **SUBORDINATION OF FINANCING LIEN.** Pursuant to the Development Agreement, this Deed of Trust shall be subordinated to any deed of trust or lien necessary to secure financing for the Grantor's improvements to the Property. Beneficiary agrees to execute a subordination agreement or other similar form of agreement evidencing said subordination upon Grantor's request.

15. **PROPERTY ENTITLEMENTS.** The Property is subject to certain entitlements for the construction of a boutique hotel as required pursuant to the Development Obligations under the Development Agreement. Without the prior written consent of Beneficiary, Grantor shall not rezone the Property, or otherwise modify the entitlements issued by the applicable governmental authorities affecting the Property.

16. **CROSS DEFAULT.** For the avoidance of doubt, an Event of Default under this Deed of Trust shall constitute a default under the Development Agreement, and a default under the Development Agreement shall constitute an Event of Default under this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed under seal, the day and year first above written.

GRANTOR:

DICKINSON MULTI FAMILY INVESTMENTS, LLC, a North Carolina limited liability company

By: [Signature] (SEAL)
Name: Thomas F. Taff Jr.
Title: Manager

STATE OF North Carolina
COUNTY OF Pitt

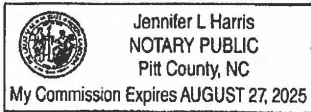
I, Jennifer L. Harris, a Notary Public for Pitt County, State of NC, do hereby certify that Thomas F. Taff Jr. ("Signatory"), personally appeared before me this day and acknowledged that he/she is Manager of Dickinson Multi Family Investments, LLC, a North Carolina limited liability company, and that he/she, in such capacity and being authorized to do so, executed the foregoing instrument.

I certify that the Signatory personally appeared before me this day and (check one of the following and mark through all blank lines or spaces) (I have personal knowledge of the identity of the Signatory); or (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

- A driver's license, or in the form of _____, or (a credible witness has sworn to the identity of the Signatory).

This Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp of seal this 16 day of November, 2022 (NOTARY SEAL) (MUST BE FULLY LEGIBLE) Jennifer L. Harris, Notary Public Printed Name: Jennifer L. Harris My commission expires: August 27, 2025



**EXHIBIT A
TO
DEED OF TRUST**

LEGAL DESCRIPTION

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; thence South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description. See Map of record in Book 74, Page 30 of the Pitt County Registry for a more accurate description. The above-described real estate is conveyed subject to that certain right and easement described and recorded in that certain deed of record in Book N-37, Page 521, and Pitt County Registry.

EXHIBIT B-2025-1

PUBLIC PARKING

The Following terms shall apply to the City's and Buyer's public parking needs in relation to the Buyer's project:

1. Public Parking in Buyer Owned Parking Lot:
 - Buyer shall construct a surface parking lot to support the market rate Brownstone complex, the City's public parking needs, and one hundred-ten (110) leased public parking spaces for the parking lot.
 - The surface parking lot shall include a minimum of fifteen (15) parking spaces to support the public and private needs of the development, (To be Provided: Resident Parking: One (1) space per bed. City requirement is ½ space per bed). If during the permitting process the City reduces the 110 city compliant parking spaces through design comments as shown on the attached site plan then the 15 public spaces would be reduced space-for-space from the public parking space count.
 - Construction of the surface parking lot shall be completed within twenty-four (24) months of the issuance date of the building permit.
 - The City shall cooperate with Buyer's general contractor as to any needed street closures related to the surface parking lot during the construction period.
 - They Buyer will provide fifteen (15) parking spaces unless adjusted as described above specifically designated individual general public parking spaces to be constructed, managed, and leased to the General Public on an hourly basis by the Buyer using the Passport system:
 - Public parking open to the general public on an hour by hour, fee basis. The hourly parking fee charged to the general public by the Buyer will be consistent with other rates in effect used by the City.
 - All revenues earned by the Buyer from the general public hourly and / or subleased use of the parking spaces from the Buyer shall be revenues and used solely by the Buyer to cover the Buyer's general operating expenses. Absent written agreement to the contrary, City shall not be entitled to any of these funds.
 - The following conditions shall apply to the parking spaces within the surface parking lot leased by the Buyer for Public Use:

- The Public shall have twenty-four (24) hour a day, seven (7) days a week access to the parking spaces to be used for public parking needs.
- The Buyer shall have sole discretion as to the distribution of the leased spaces between hourly public parking spaces and subleased spaces.
- The Public spaces shall be located at in a common area at the discretion of the Buyer based on the final development plans.
- The parking provided and managed by the Buyer shall be for an initial term of fifteen (15) years. At the end of the initial fifteen (15) year term, the parking provided by the Buyer shall automatically renew on a year-by-year basis with an option to terminate by either the City or Buyer with one-year written notice.
- The Buyer shall have the sole responsibility of policing the Public parking spaces for violations and trash removal.
- The Buyer shall be responsible for funding all structural maintenance required on an annual basis to ensure the ongoing structural integrity of the surface parking lot.

EXHIBIT C-2025-1

ADDITIONAL PURCHASE TERMS

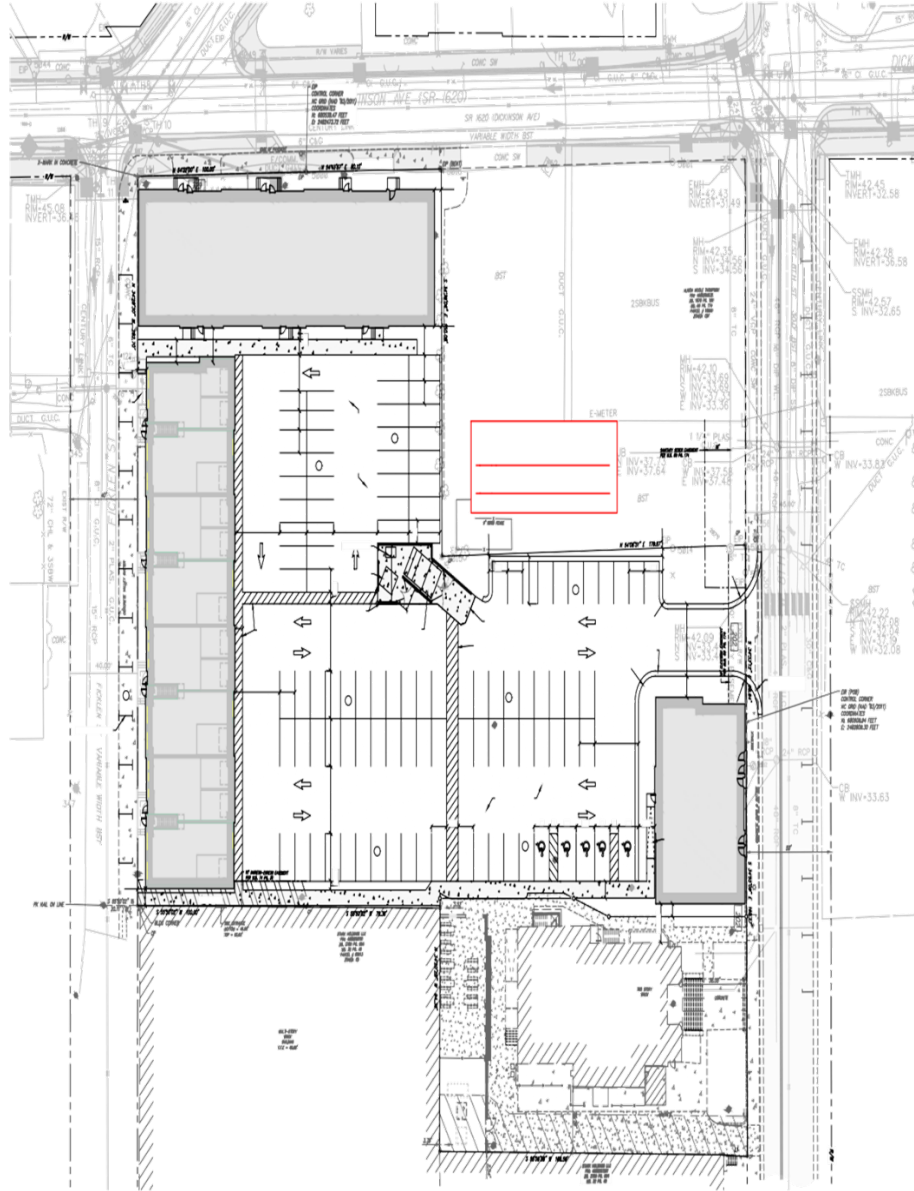
1) Class A Market Rate Brownstone Rental Units:

- a) The Buyer shall apply for a building permit for the project within twelve (12) months of the Effective Date of the Agreement.
 - i) The twelve-month (12) period can be extended by written agreement of the parties if factors beyond the Buyer's control surfaces, but the Buyer must show the City reasonable progress with the project design documents.
- b) The City shall render to the Buyer all reasonably expedient assistance in obtaining any permits, plan reviews, consents or approvals which are necessary in connection with the development and completion of the Buyer's project. However, reasonably expedient assistance shall in no way imply or be interpreted as any expectation of the City or obligation of the City to take any specific action on permits, plan reviews or other applications that are not in compliance with the North Carolina State Building Code or City of Greenville, N.C. Code of Ordinances.
- c) The Buyer shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements.
 - i) The Buyer shall provide the City with both preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.
 - ii) The Buyer shall agree to comply with governmental zoning requirements for the project, to include all exterior building materials and finishes for the project, and site improvements to be constructed on the property.
 - iii) During construction, the Buyer will allow the City access to all properties so that the City may conduct inspections of the work for consistency with the Agreement.
- d) The Buyer shall complete all phases of the market rate apartment project within twenty-four (24) months of the issuance date of the building permit. The completion date may be extended to a date beyond twenty-four (24) months only upon mutual agreement of the City and the Buyer (the "Extended Date").
 - i) The City shall not unreasonably deny an extension of the completion date requested by the Buyer.

- ii) Rain days prior to the structure being dried in and force majeure events will be credited against the twenty-four-month (24) period and any subsequent extended period.
- iii) The project shall be deemed complete upon issuance of Certificates of Occupancy for all phases of the market rate apartment project.
- e) The following restrictions shall apply to the market rate apartment complex component:
 - i) The project shall include at least 72 one- and two-bedroom Brownstone style market rate units with surface and select garage parking for certain units. Further design of concept is needed in order to quantify the number of units, parking, and the utilities accrued with Greenville Utilities Commission. The final unit counts will be located on the City Permitted Drawings.
 - ii) The exterior façade of the project shall be consistent with other Buyer developed mid-rise projects in the Uptown district.
 - iii) There shall be no “quad style” units included in the project.
 - iv) The Buyer shall require only one lease per unit.
 - v) The Buyer shall use its existing corporate policy for applicant rental criteria screening for the market rate development. This policy requires: income levels that are more than three times annual rent; a clean record of past rental experience; and a good criminal background check in screening applicants to live in the market rate community. Notwithstanding the aforementioned, the application verification process and lease shall not violate Federal and/or State Fair Housing Laws.
 - vi) The Buyer shall annually supply to the City upon request any relevant documentation requested for review as to the Buyer’s compliance with the requirements related to market rate housing as included in the Agreement.
 - vii) The City shall cooperate with the Buyer’s general contractor as to any needed street closures related to the market rate development during the construction period.

Greenville DownTownes

Dickinson Ave & Ficklen St ~ Greenville Township ~ Pitt County ~ North Carolina



GREENVILLE DOWNTOWNES

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GREENVILLE, NC 27604
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City of Greenville, North Carolina

Meeting Date: 03/24/2025

Title of Item: Presentations by Boards and Commissions

- a. Recreation and Parks Commission
- b. Multimodal Transportation Commission

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

- Recreation and Parks Commission
- Multimodal Transportation Commission

Fiscal Note: No direct fiscal impact.

Recommendation: Hear presentation from the Recreation and Parks Commission and Multimodal Transportation Commission.



City of Greenville, North Carolina

Meeting Date: 03/24/2025

Title of Item: Budget Ordinance Amendment #8 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Occupancy Tax Fund (Ordinance #11-003), and Recreation & Parks Capital Projects Fund (Ordinance #17-024), and Establishing the Inspections Enterprise Fund

Explanation: Attached for consideration at the March 24, 2025 City Council meeting Budget Ordinance Amendment #8 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Occupancy Tax Fund (Ordinance #11-003), Recreation & Parks Capital Projects Fund (Ordinance #17-024), and establishing the Inspections Enterprise 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 establish the Inspections Enterprise Fund, to account for those funds and increased revenues and expenses independent of the General Fund in accordance with State Law.	General,	(1,321,053)
		Inspections	1,750,000
B	To transfer funds from the Occupancy Tax Fund to the General Fund for Phase II of the Wayfinding Project.	General,	90,000
		Occupancy Tax	0
C	Recognize increased interest on investment revenues, recognize grant revenues and appropriate a grant match for the NC Parks & Recreation Trust Fund Accessible Parks Grant for improvements to Woodlawn Park.	General,	100,000
		Recreation Capital Project Fund	600,000
D	Appropriate Fund Balance for the purchase of Police vehicles.	Vehicle Replacement Fund	231,000

E	To transfer funds from the Occupancy Tax Fund to the General fund for the purposes of supporting the North Carolina League of Municipalities Conference in April/May	General Occupancy Tax	100,000 0
F	To recognize increased revenues from interest on investments for the purposes of appropriating funds to ensure various legal matters are sufficiently addressed.	General	33,006
G	To appropriate funds in the City Manager's budget for the purposes of economic development payments.	General	150,000

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2024-25 Original Budget</u>	<u>Amendment #8</u>	<u>2024-25 Budget per Amend #8</u>
General	\$119,355,124	(\$848,047)	\$118,507,077
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	8,709,256	-	8,709,256
Fleet Maintenance	6,880,638	-	6,880,638
Sanitation	12,746,961	-	12,746,961
Stormwater	13,918,081	-	13,918,081
Inspections	0	1,750,000	1,750,000
Housing	2,115,598	-	2,115,598
Health Insurance	14,521,684	-	14,521,684
Vehicle Replacement	8,416,410	231,000	8,647,410
Facilities Improvement	2,001,915	-	2,001,915
Special Revenue Grants	19,892,699	-	19,892,699
Public Works Capital Projects	43,128,246	-	43,128,246
Recreation & Parks Capital Projects	14,277,262	600,000	14,877,262
Community Development Capital Projects	19,820,634	-	19,820,634
Occupancy Tax	4,699,328	-	4,699,328
Engineering Capital Projects	65,895,525	-	65,895,525
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	660,000	-	660,000
Donations	601,986	-	601,986

Enterprise Capital Projects	37,273,567	-	37,273,567
Pitt-Greenville Convention and Visitors Authority (CVA)	2,177,542	-	2,177,542
Opioid Settlement Fund	500,877	-	500,877

Recommendation: Approve Budget Ordinance Amendment #8 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Occupancy Tax Fund (Ordinance #11-003), and Recreation & Parks Capital Projects Fund (Ordinance #17-024), and establishing the Inspections Enterprise Fund.

ATTACHMENTS

[BA25-8.pdf](#)

ORDINANCE NO.25-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#8) Amending the 2024-25 Budget (Ordinance #24-038), the Vehicle Replacement Fund (Ordinance #24-038),
establishing the Inspections Enterprise Fund (Ordinance #25-), amending the Occupancy Tax Fund (Ordinance #11-003),
and the Recreation & Parks Capital Project Fund (Ordinance #17-024).

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 #8								2024-25 Budget per Amend #8
	2024-25 Revised Budget	A.	B.	C.	E.	F.	G.	Total Amend #8	
ESTIMATED REVENUES									
Property Tax	\$ 45,068,004								\$ 45,068,004
Sales Tax	31,630,000								31,630,000
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	(1,750,000)						(1,750,000)	3,795,000
Rescue Service Transport	3,839,000								3,839,000
Parking Violation Penalties, Leases,	625,000								625,000
Other Revenues	1,325,222								1,325,222
Interest on Investments	4,180,000	428,947		100,000		33,006	150,000	711,953	4,891,953
Transfers In GUC	8,694,000								8,694,000
Transfers from Other Funds	75,000		90,000		100,000			190,000	265,000
Appropriated Fund Balance	5,016,898								5,016,898
Total Revenues	\$ 119,355,124	(1,321,053)	90,000	100,000	100,000	33,006	150,000	(848,047)	\$ 118,507,077
APPROPRIATIONS									
Mayor/City Council	\$ 617,501								\$ 617,501
City Manager	3,689,688				100,000		150,000	250,000	3,939,688
City Clerk	440,055								440,055
City Attorney	817,633					33,006		33,006	850,639
Human Resources	3,961,805								3,961,805
Information Technology	4,789,723								4,789,723
Engineering	6,666,241		90,000					90,000	6,756,241
Fire/Rescue	21,228,610								21,228,610
Financial Services	4,214,165								4,214,165
Recreation & Parks	9,946,709								9,946,709
Police	33,715,397								33,715,397
Public Works	9,111,875								9,111,875
Planning & Development	3,031,128	(1,321,053)						(1,321,053)	1,710,075
Project Management	1,020,000								1,020,000
Neighborhood & Business Services	2,217,482								2,217,482
OPEB	700,000								700,000
Contingency	27,000								27,000
Indirect Cost Reimbursement	(1,950,887)								(1,950,887)
Total Appropriations	\$ 104,244,126	\$ (1,321,053)	\$ 90,000	\$ -	\$ 100,000	\$ 33,006	\$ 150,000	\$ (948,047)	\$ 103,296,079
OTHER FINANCING SOURCES									
Transfers to Other Funds	\$ 15,110,998	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 15,210,998
Total Other Financing Sources	\$ 15,110,998	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 15,210,998
Total Approp & Other Fin Sources	\$ 119,355,124	\$ (1,321,053)	\$ 90,000	\$ 100,000	\$ 100,000	\$ 33,006	\$ 150,000	\$ (848,047)	\$ 118,507,077

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

	2024-25 Original Budget	D.	Total Amend #8	2024-25 Budget per Amend #2
ESTIMATED REVENUES				
Transfer from City Departments	\$ 3,601,408	\$ -	\$ -	\$ 3,601,408
Appropriated Fund Balance	4,815,002	231,000	231,000	5,046,002
Total Revenues	\$ 8,416,410	\$ 231,000	\$ 231,000	\$ 8,647,410
APPROPRIATIONS				
Vehicle Replacement Fund	\$ 8,416,410	\$ 231,000	\$ 231,000	\$ 8,647,410
Total Appropriations	\$ 8,416,410	\$ 231,000	\$ 231,000	\$ 8,647,410

Section III: Estimated Revenues and Appropriations. Inspections Enterprise Fund, of Ordinance #25- is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	A.	Total Amend #8	2024-25 Budget per Amend #8
ESTIMATED REVENUES				
Licenses, Permits, and Fees	\$ -	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000
Transfer from General Fund	-	-	-	-
Appropriated Fund Balance	-	-	-	-
Total Revenues	\$ -	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000
APPROPRIATIONS				
Personnel	\$ -	\$ 1,254,781	\$ 1,254,781	\$ 1,254,781
Operating	-	495,219	495,219	495,219
Capital	-	-	-	-
Transfer Out	-	-	-	-
Total Appropriations	\$ -	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000

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

	2024-25 Revised Budget	B.	E.	Total Amend #8	2024-25 Budget per Amend #8
ESTIMATED REVENUES					
Occupancy Tax	\$ 1,669,738	\$ -		\$ -	\$ 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	-	-		-	-
Total Revenues	\$ 4,699,328	\$ -		\$ -	\$ 4,699,328
APPROPRIATIONS					
Occupancy Tax Reserves	\$ 2,472,386	\$ (90,000)	\$ (100,000)	\$ (190,000)	\$ 2,282,386
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	1,018,942	90,000	100,000	190,000	1,208,942
Total Appropriations	\$ 4,699,328	\$ -	\$ -	\$ -	\$ 4,699,328

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:

	2024-25 Revised Budget	C.	Total Amend #8	2024-25 Budget per Amend #8
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,122,457	\$ 500,000	\$ 500,000	\$ 1,622,457
Transfer from General Fund	3,737,669	100,000	100,000	3,837,669
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	617,900	-	-	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	4,418,945	-	-	4,418,945
Total Revenues	\$ 14,277,262	\$ 600,000	\$ 600,000	\$ 14,877,262

APPROPRIATIONS				
Water Sports Facility Project	\$ 306,325	\$ -	\$ -	\$ 306,325
Wildwood Park	11,191,321	-	-	11,191,321
Transfer to General Fund	9,000	-	-	9,000
Parks Improvements	45,000	-	-	45,000
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	117,900	-	-	117,900
Guy Smith Improvements	1,051,403	-	-	1,051,403
Greenfield Terrace	766,361	-	-	766,361
Elm Street Improvements	44,870	-	-	44,870
NC PARTF - Woodlawn Park	-	600,000	600,000	600,000
Transfer to Other Funds	423,082	-	-	423,082
Total Appropriations	\$ 14,277,262	\$ 600,000	\$ 600,000	\$ 14,877,262

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

Adopted this 24th day of March, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk