



## Agenda

March 16, 2015  
6:00 PM  
City Council Chambers  
200 West Fifth Street

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**I. Call Meeting To Order**

**II. Invocation - Council Member Smiley**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

- **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.

**VI. Consent Agenda**

1. Minutes from the February 9, 2015 City Council meeting
2. Amendment to the Interlocal Tax Collection Agreement with Pitt County
3. Resolution accepting dedication of rights-of-way and easements for Firetower Junction Section Three
4. Purchase of real property for Greenville Utilities Commission's Old River Road Regulator Station as part of GUC's Northwestern Loop High-Pressure Natural Gas Main Extension Project

5. Resolution approving the extension of a lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center
6. Resolution declaring a police vehicle as surplus and authorizing its disposition to the Town of Bethel
7. Contract award to KlingStubbins, Inc. d.b.a. Jacobs for Architectural/Engineering Services for the Design/Construction of the Greenville Transportation Activity Center
8. Contract award for the Green Mill Run Greenway/Bikeway Phase 2 Extension and resolution requesting a concurrence in award from the North Carolina Department of Transportation
9. Report on bids and contracts awarded
10. Budget ordinance amendment #7 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048)

**VII. New Business**

11. Presentations by Boards and Commissions
  - a. Affordable Housing Loan Committee
12. Confirmation of Preferred Date for a Potential Referendum on a Proposed Charter Amendment Changing the Length of Terms of City Council
13. TIGER Grant Application: Urban Multimodal Transportation Network
14. Year-to-date Financial Update as of February 28, 2015
15. Approval of changes to the FY 2015 Vehicle Replacement List and budget ordinance amendment #8 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

**VIII. Review of March 19, 2015, City Council Agenda**

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

**X. City Manager's Report**

**XI. Closed Session**

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being

the Open Meetings Law

- To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body

## **XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

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- Title of Item:** Minutes from the February 9, 2015 City Council meeting
- Explanation:** Proposed minutes from the City Council meeting held on February 9, 2015 are presented for review and approval by the City Council.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from the City Council meeting held on February 9, 2015.
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**Attachments / click to download**

[Proposed Minutes of February 9 2015 City Council Meeting 997757](#)

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PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, FEBRUARY 9, 2015



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Council Member Kandie D. Smith and the Pledge of Allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Calvin R. Mercer; Council Member Kandie D. Smith; Council Member Marion Blackburn; Council Member Rick Smiley; and Council Member Richard Croskery

Those Absent: Council Member Rose H. Glover

Also Present:

Barbara Lipscomb, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

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**APPROVAL OF THE AGENDA**

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Motion was made by Council Member Blackburn and seconded by Council Member Croskery to approve the agenda. Motion carried unanimously.

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**PUBLIC COMMENT PERIOD**

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Spencer Grant – 102 Dellwood Drive

Mr. Grant presented his proposal to create a man-made lake, Lake Greenville. He stated that the basic concept is to create a freshwater lake along the Tar River by clearing a portion of the floodplains and constructing a dam and dredging for consistent lake depths of around 20 feet. The primary advantage of a dam is flood control, which may in turn allow for residential and/or commercial development on land currently unsuitable for such uses. There are numerous recreational advantages of a freshwater lake plus there is economic growth that is associated with such water assets. Also, there is a possibility of a cleaner local hydropower source down the road. The two primary environmental concerns are potential adverse effects on fish migration and the permanent inundation of the wetlands. Newer devices and techniques will allow fish to bypass a dam and continue their annual migration upstream. The building of Lake Greenville asks for only a very small portion of the Tar-Pamlico River Basin for the good of the region.



Mr. Grant stated that the Flood Control Act has already established that when rivers pose a threat to the general public and welfare of the economy that flood control measures such as a dam shall be implemented. This does not mean that the City will allow reckless environmental changes, but rather a thoughtful approach to such a change. This could be Greenville's breakthrough moment and the City has already shown the desire to maximize its water resource with the Tar River Legacy Plan, which is very impressive. Until the City changes the river itself, the City will not achieve the results of what a real water asset will bring to the community. Pursuant to the federal flood act and regulation, section 404 (b)(1), the construction of a dam on a navigable waterway is approved by Congress and the Chief of the U.S. Army Corps of Engineers. Mr. Grant submitted a list of supporters of the creation of Lake Greenville to City Clerk Carol Barwick.

Jesse Daniels – 107 Ashton Drive

Mr. Daniels stated that it is imperative that elected officials remain invested in the wellbeing of the entire community, not only during election years, but also on every day of every year. As voters, citizens are encouraged by the promise of improvements spoken on the campaign trails, they are hopeful for the equal opportunities mentioned, and they are optimistic for equality for everyone, which is so often referenced. As members of the community they take into private booths the most powerful weapon that they have, their vote, and count on the elected officials' word. Citizens too must do their part and bring to the elected officials' attention any injustices that they are encountering.

Mr. Daniels stated he would like to bring to the elected officials' attention that when an employee has exemplified a stellar work career and has proven the loyalty and dedication by their number of years of service, it is improbable and quite disrespectful to continuously command this individual to remain silent as he trains, educates, and empowers less qualified coworkers to move on ahead him. The fact that a qualified employee has applied for the same position and advancement makes the injustice that much more unfair. The purpose of this article is not to point fingers neither is it to enrage or cause division. The purpose of this article is to hopefully open all lines of communication as well as to allow people the opportunity to revisit unjust decisions of the past. Mr. Daniels quoted the words of the late Dr. Martin Luther King, Jr., "Injustice anywhere is a threat to justice everywhere".

Laureen Anderson – 3660 Victoria Lane

Ms. Anderson stated that it has come to her attention that over the years, some City employees have been passed over for promotion in the Public Works Department, Recreation and Parks Department, and the Code Enforcement Unit. She read from Article VIII, Section 1.0 (Promotion) of the City of Greenville Personnel Policies: "When a vacancy occurs or new positions are established, current employees shall be considered for such positions based upon their eligibility and qualifications as determined by education, applicable experience, trainability, work habits, work performance in terms of quantity and quality, and years of service. The Director of Human Resources shall assist the department heads in reviewing and supplying the personnel files of those employees who appear to qualify for such vacancies. The department head shall prepare his/her recommendations for the review and approval of the City Manager."



Also, Ms. Anderson read from Article XI, Section 2.0 (Implementation of Policy) that “All personnel responsible for recruitment and employment shall continue to review regularly the implementation of this personnel policy and relevant practices to assure that equal employment opportunity based on reasonable performance related job requirements are being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, creed, religion...” Ms. Anderson said that the key is to make sure that no City employee is discriminated against on the basis of age, sex, race, and other protected categories provided by state and federal laws.

Brenda Harris – PO Box 116, Stokes, NC

Ms. Harris made comments about Title VI of the 1964 Civil Rights Act and the potential violations of it by the City of Greenville and Pitt County. She stated that Title VI spells out what will happen to every entitlement that comes from the federal government to the State, City or County, if a violation of civil rights is found. Title VI prohibits discrimination on the basis of color and creed and that also includes seniors, disabled people and, as of this year, people of other sex gender. If the City is playing with Federal financial assistance and there is enough evidence that the City’s policies and procedures are not by law, equitable, and with complete void of any discrimination, then the federal government will deny funding to the City or the City is going to be repaying any federal funding that it receives.

Ms. Harris said that during the case of March 2012, Thomas Perez, former Assistant Attorney General for the Civil Rights Division, told the State Courts that they were doing wrong to persons with Limited English Proficiency. That report was very implicit. The North Carolina legislature, the City Council, or County Commissioners do not have the right to supersede those rights that were given to people under the Constitution. On August 22, 2012, County Manager Scott Elliott, with three witnesses present, made comments about property tax collection. There is a mass amount of discrimination and Pitt County is on the pivot of losing all of the federal funds. Whenever people can document things that are not done equally and equitably, the color of your skin or religion does not matter. It means that what is right is right.

Don Cavellini – 101 Lancaster Drive

Mr. Cavellini made comments about the personnel employment practices of the City of Greenville, stating that they are costly and grossly unfair. These standing practices also impact the fabric of humanity and keep the City from being the inclusive community that it pretends to be or purports to be. Favoritism and unfairness in hiring, promotion, and discipline are not only an epidemic occurring in City employment, but it is also occurring in the workplaces at the County and the City’s two largest employers, East Carolina University and the Vidant Medical Center. It is by no means exclusive to the City and it does not make it any more right. It is safe to assume that the City wants a more productive workforce, so the City should hire and promote and apply workplace discipline with fairness and equity. The City Council will be surprised to see how much more will be accomplished and the quality of those accomplishments, when true merit is recognized and rewarded appropriately. Citizens have been lead to believe that some new rules have been referred to an employee review committee and if they are approved, the human resources staff will



be trained in their application sometime in August of this year. It is the beginning of February, what about the seven months until that time?

Mr. Cavellini stated that presently, the job opening requirements for the Assistant Streets Superintendent position were altered by Streets Superintendent Ronnie Donley so that his friend, who previously could not meet the minimum requirements, can now qualify. During the first posting of the position vacancy, there were qualified applicants, who were passed over for this position. On Friday, a second posting was amended to allow applicants six months after they are hired to obtain a Commercial Driver License (CDL) because Mr. Donley's favorite choice does not have a CDL presently. This is only one of several examples of favoritism. A white female firefighter petitioned the City for relief of being passed over for promotion. A loyal qualified 22-year veteran in code enforcement, Mr. Carlton Dawson, patiently waits to see if his long overdue promotion for the Code Enforcement Supervisor position will be offered to him.

John Joseph Laffiteau - Roadway Inn & Suites, 301 Greenville Boulevard SE

Mr. Laffiteau stated that at previous meetings, he has addressed the City Council about a problem arising at the Sheppard Memorial Library regarding a personnel matter. He was able to suggest some questions about the personnel matter prior to a meeting, which will be arranged by and with Director of Libraries Greg Needham and City Attorney Dave Holec.

Mr. Laffiteau stated that for a decade, he has done academic and corporate managerial research five times a week at Sheppard Memorial Library and its branches. During that 10-year period, he visited the libraries 2,600 times. He had no problems until his 2,600<sup>th</sup> visit. That is a probability of one out 2,600 versus 2,599 out of 2,600. If the problem is so unique, he would want confirmed evidence that there was actually a problem, and if there is no evidence, the City should have a polygraph to be administered. In order to get to the heart of the matter, he will gladly pay for his part and then the City can administer the same to the staff at Sheppard Memorial Library. To accompany his oral address, Mr. Laffiteau submitted his written documentation to City Clerk Carol Barwick.

Keith Cooper – PO Box 30103

Mr. Cooper expressed his concern that there is not enough discussion by the City Council about helping those who commit violent crimes and felons. He challenged the City Council to create programs to find work for nonviolent offenders, who are living in the City. The City's Public Works Department, Recreation and Parks Department and different aspects of the City are examples of where they will fit in for employment. If the City does not help them, then many will return to prisons and basically become a burden on the taxpayers. Nonviolent offenders are paying taxes and should be entitled to the same quality of services that others enjoy after paying their dues to society, and they need to take care of their families and start anew. Reverend Jesse Jackson had it right when he said that it is much cheaper to send a man to Penn State than it is to send him to the State Pen.

Mr. Cooper stated that at their different retreats, City Council Members could consider how the City is going to help these ex-felons to help themselves to stay out of trouble and to stay





out of the criminal justice system. K&W Cafeteria employs ex-felons and he would like to see the City do more with private employers and perhaps pay portions of the ex-felons' salaries or wages. The City of Greenville should try to reintegrate these individuals into mainstream society so that they will not become burdens, but become productive citizens of this community.

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### CONSENT AGENDA

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City Manager Barbara Lipscomb introduced the following items on the Consent Agenda:

- Minutes from the January 12 and January 15, 2015 City Council meetings and the September 22, 2014 Joint City Council-Greenville Utilities Commission meeting
- Resolution stating the intent of the City of Greenville to annex property owned by the City of Greenville on Easy Street for the use and benefit of Greenville Utilities Commission (Resolution No. 012-15)
- Extension of Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center (Removed from the Consent Agenda for Combined Discussion)
- Resolution approving the extension to the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center (Removed from the Consent Agenda for Combined Discussion)
- Resolution approving the extension of the lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Street (Removed from the Consent Agenda for Combined Discussion)
- Resolution approving the extension of the lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Street (Removed from the Consent Agenda for Combined Discussion)
- Resolution approving the extension of the lease agreement with the Little Willie Center, Inc., of Pitt County for the rectory and annex buildings at the Lucille W. Gorham Intergenerational Center (Removed from the Consent Agenda for Combined Discussion)
- Amendments to the Assignment of Classes to Pay Grades and Ranges (Pay Plan) and approval of reclassification and reallocation requests
- Various tax refunds greater than \$100



- Budget ordinance amendment #6 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendments to the 4<sup>th</sup> Street Parking Garage Capital Project Fund (Ordinance #13-025) and the Center City Revitalization Capital Project Fund (Ordinance #05-127) (Removed from the Consent Agenda for Separate Discussion)

Council Member Smith requested that six items be pulled from the Consent Agenda for further discussion, including the resolution stating the intent of the City of Greenville to annex property owned by the City of Greenville on Easy Street for the use and benefit of Greenville Utilities Commission; extension of Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center; resolution approving the extension to the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center; resolution approving the extension of the lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Street; resolution approving the extension of the lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Street; and resolution approving the extension of the lease agreement with the Little Willie Center, Inc., of Pitt County for the rectory and annex buildings at the Lucille W. Gorham Intergenerational Center, and to discuss separately the Budget Ordinance Amendment #6 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendments to the 4th Street Parking Garage Capital Project Fund (Ordinance #13-025) and the Center City Revitalization Capital Project Fund (Ordinance #05-127).

Motion was made by Council Member Blackburn and seconded by Council Member Smith to approve the remaining items under the Consent Agenda. Motion carried unanimously.

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**CONSENT AGENDA ITEMS FOR ADDITIONAL DISCUSSION**

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The following five items are all related and were subject to collective discussion and a single vote:

EXTENSION OF MEMORANDUM OF UNDERSTANDING WITH EAST CAROLINA UNIVERSITY RELATING TO THE LUCILLE W. GORHAM INTERGENERATIONAL CENTER - (Contract No. 2111)

RESOLUTION APPROVING THE EXTENSION TO THE LEASE AGREEMENT WITH THE STATE OF NORTH CAROLINA FOR THE SCHOOL BUILDING AT THE LUCILLE W. GORHAM INTERGENERATIONAL CENTER - (Resolution No. 013-15) (Contract No. 2112)

RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT WITH THE STATE OF NORTH CAROLINA FOR THE FIRST FLOOR OF THE LESSIE BASS BUILDING LOCATED AT 1100 WARD STREET - (Resolution No. 014-15) (Contract No. 2113)



RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT WITH LUCILLE W. GORHAM INTERGENERATIONAL COMMUNITY CENTER, INC. FOR THE SECOND FLOOR OF THE LESSIE BASS BUILDING LOCATED AT 1100 WARD STREET - (Resolution No. 015-15) (Contract No. 2114)

RESOLUTION APPROVING THE EXTENSION OF THE LEASE AGREEMENT WITH THE LITTLE WILLIE CENTER, INC., OF PITT COUNTY FOR THE RECTORY AND ANNEX BUILDINGS AT THE LUCILLE W. GORHAM INTERGENERATIONAL CENTER - (Resolution No. 016-15) (Contract No. 2115)

Council Member Smith stated that five items on the agenda (those listed immediately above) are related to the leasing of the Lucille W. Gorham Intergenerational Center property. She asked staff to explain these items so that the public can understand what is happening.

City Attorney Holec explained that these items relate to the Intergenerational Center. The City has leases for the property with East Carolina University (ECU), the Little Willie Center, and Lucille W. Gorham Community Center, Inc., which is a nonprofit. Also, there is a memorandum of understanding with ECU for operating and serving as site manager for the facility. These agreements have been in place when the City first acquired this property and these same players have been involved. At one time, Pitt Community College was also involved. The City's standard practice has been to extend these leases for an additional year. At this time, ECU has requested that three of them be extended for a 90-day period versus the one-year period. The rationale for that is they want to have discussions and negotiations about having some possible modifications to these leases and the memorandum of understanding. These items include continuation of the program, one-year leases for the Little Willie Center and the nonprofit, a 90-day extension for the lease agreements between the City and ECU. All of the agreements and leases expire at the end of February. It is recommended that the City Council approves the extensions of the lease agreements and the memorandum of understanding as requested so that the program can continue and staff will have the opportunity to discuss them with ECU.

Council Member Smith asked staff to give further clarification about ECU's request for the discussions and negotiations. City Attorney Holec responded one of the concerns of ECU is the expense that may be involved with the School Building. There is a lease rental payment in the amount of \$24,999 annually for the first floor of the Lessie Bass Building, and the lease rental payment for the School Building is \$1 annually. Their discussions will be centered on the \$1 annual lease payment, but there are obligations as far as repair and maintenance in the current contract. There will be discussions about whether that format makes sense and if there should possibly be some lease payments in that format as opposed to sharing in the repair and maintenance expenses. He is not certain of the reason for ECU's request to have discussions on the memorandum of understanding. Since the three leases expire simultaneously, it makes sense for them to be on the same time track.



Council Member Smith stated that the City has a contract set that certain repair expenses are to be covered by ECU, but ECU does not want to follow through with that part of the contract.

City Attorney Holec responded the way the language is in the lease in place right now is that if there is a repair or maintenance expense that is greater than \$500 then ECU and the City are to have discussions. If it is agreed to proceed with the repair and maintenance then it is a 50/50 expense. If it is not agreed to do the repair and maintenance then either party has the ability to terminate the lease. As far as future discussions, it is going to be whether or not to proceed with that mechanism and if there needs to be an adjustment for it. The problem with that mechanism is there may be a repair that needs to be done and if there is no agreement as far as that being accomplished, then the City does not have the costs share.

Council Member Smith stated that although the City might not get any recognition of the work and things that are being done there, the City will be responsible for taking care of the building. It is expected that ECU would participate in payment of those expenses since they recently received national recognition and benefits for the program. This three-month extension will allow ECU to negotiate with the City whether they want to pay the 50 percent, which they are exclaiming that they want to do in the first place.

City Attorney Holec stated that will be one of the things for discussion and another is what arrangement makes sense going forward into the future. There are several things to have negotiations about.

Council Member Smith stated that if the costs share is not paid by ECU, the City might charge them a monthly rent.

City Attorney Holec stated that is correct. That would make sense for them to do that rather than them getting the building for \$1 a year then there should be some lease payments that can take care of any expenses that might accrue.

Council Member Smith stated that she has met with people in West Greenville who use the Intergenerational Center and they are not satisfied with what is happening. She is in support of extending the lease agreements and memorandum of understanding for only three months because of the desire to make sure that the City and ECU come to an agreement about whether they are going to pay or not. This is shocking when the City is supposed to have a partnership.

Council Member Blackburn stated that the program and what it is meant to the community is great. Her impression is that it provides a great opportunity for ECU as well to have a real world opportunity for people, who want to be engaged in the community, and the Intergenerational Center is a place to do it.

Council Member Blackburn asked whether the roof repair is the source of disagreement or is it that the general terms are no longer suitable.



City Attorney Holec explained that was the initial discussion that got the City and ECU to the point where they are going to have the negotiations.

Council Member Blackburn stated that at some point an expense becomes a capital outlay.

Council Member Smiley asked apart from providing the buildings that he presume are lower than a market lease, does the City provide any budgetary support to the activities at the Little Willie Center or the Lucille W. Gorham Intergenerational Center, Inc.

City Manager Lipscomb responded that the City provides the maintenance of the facilities.

Council Member Smith asked whether this is an ECU function and is City staff working at the Center. City Attorney Holec responded that there is a partnership between the City and East Carolina University, and there is no City staff at the site.

Director of Community Development Merrill Flood stated that the City has several partners. The University's functions are staffed by University personnel.

Council Member Smith stated that ECU's staff is working in the building and want the City to be responsible for the repair and maintenance expenses. ECU would not be concerned about splitting an expense of \$700, but because the repair is for the building's roof the University does not want to share the cost for that. The City should not develop future contracts such as this one especially when the lessee can afford to pay a \$1 lease fee. That tends to be an issue for her and of course, these are citizens' concerns.

Council Member Croskery stated that the City still has to take some action, time is needed to work things out, and it has been valuable that the City Council received additional information about the issues. He is in support of the approval of the five items related to the Intergenerational Center property.

Motion was made by Council Member Croskery and seconded by Council Member Smith to approve the five items discussed herein. Motion carried unanimously.

BUDGET ORDINANCE AMENDMENT #6 TO THE 2014-2015 CITY OF GREENVILLE BUDGET (ORDINANCE #14-036) AND AMENDMENTS TO THE 4<sup>TH</sup> STREET PARKING GARAGE CAPITAL PROJECT FUND (ORDINANCE #13-025) AND THE CENTER CITY REVITALIZATION CAPITAL PROJECT FUND (ORDINANCE #05-127) - (Ordinance No. 15-007)

Council Member Smith asked staff to give an update on the parking deck and whether this proposed amendment to the budget ordinance includes the completion of the parking deck with nothing else needed.

City Manager Lipscomb stated that the parking deck has basically been completed. The Redevelopment Commission put up some of the funds to go ahead and beautify those areas,



some of the properties put up funds and the City had some contingency money. That is how the alleys and the plazas will have a similar look of the parking deck.

Director of Financial Services Demery stated that the contingency money was already in the fund and it needs to be allocated.

Mayor Thomas asked if the City has expended all of the budgetary funds for the parking deck. City Manager Lipscomb responded that the remaining money for the parking deck was used for the plazas. Public Works Director Kevin Mulligan responded what was originally funded as well as the Redevelopment Commission's funds and other general fund monies were expended for the plaza project at 423 Evans Street. The City is at its maximum limit.

Mayor Thomas stated that the addition is a beautiful functional element, and he has received wonderful feedback about the clock tower, aesthetics and how they fit into that area. A critical mass of parking allows for a hotel to show up and employ a 100 people and another business to show up and create jobs for another 40 people. Several people have expressed their concern about the top level of that deck being a safety risk in terms of people being able to access the fourth level over the ledge. He suggested that staff look at some countermeasures that the City can take to avoid over exuberant people taking advantage of those open areas on the fourth level of the parking deck. He is concerned about protecting the City's population and making the parking deck as safe and risk adverse as possible.

Public Works Director Mulligan stated that staff is absolutely looking into that and every aspect of the garage meets building codes. Additionally, staff is looking at other options to make the fourth floor of the deck safer.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to adopt the budget ordinance amendment #6 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendments to the 4<sup>th</sup> Street Parking Garage Capital Project Fund (Ordinance #13-025) and the Center City Revitalization Capital Project Fund (Ordinance #05-127). Motion carried unanimously.

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**NEW BUSINESS**

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PRESENTATIONS BY BOARDS AND COMMISSIONS

Board of Adjustment

Chairperson Scott Shook acknowledged the Board of Adjustment City Council Liaison, Members and City staff liaisons, and other departments that provide technical assistance to the Board of Adjustment. He explained the Board's specific defined powers and duties relating to appeals concerning zoning issues, applications for special use permits, requests for variances, and quasi-judicial matters.



Chairperson Shook stated that in 2014, the Board of Adjustment considered 24 requests for special use permits and three variance requests. There are 96 different use options requiring special use and typical special use permit applications include child daycare facilities, mental health facilities, private clubs, game centers, home occupation, and auto repair. The Board of Adjustment meetings are live and telecasted on GTV9.

### Human Relations Council

Pastor Franchine Pena, a member of the Human Relations Council (HRC), gave the purpose of the HRC and a comprehensive report on its accomplishments and activities during the past year. She stated that HRC's purpose is to provide a means for which all residents of Greenville may be assured equal enjoyment of rights and privileges without regard to race, religion, color, gender, national origin, disability, or family status. In order to accomplish its work, the HRC depends on its Internal Work Group (HRC members and City staff), External Work Group (Council members and members of community groups/agencies, and their Coordinator (staff liaison).

A current project that the Council is pursuing is the development of the staff liaison work plan for 2016. One of HRC's initiatives, the Immigrant Advisory Ad Hoc Subcommittee, was established in 2013, and its purpose is to focus on involving and encouraging immigrants to participate in local government. Hopefully, the issue of the Subcommittee's inability to meet between the hours of 8:00 a.m.-5:00 p.m. will be resolved and the first meeting will be held September 2015. Regarding the Fair Housing Initiative, the Greenville Human Relations Council believes a vital step in building better neighborhoods is to eliminate housing discrimination - allowing all residents equal opportunities in Greenville. Fair Housing is the Law and requires that all residents be treated right when leasing or purchasing property.

HRC continues to support and sponsor various annual events such as observing National Fair Housing Month, holding the Fair Housing Poster Contest with its partners and providing fair housing training for the Housing Division's Homeownership Education Workshops. The Human Relations Office received a total of 125 calls for various requests regarding tenant/landlord concerns and/or responsibilities, and assistance with housing and utilities. The Inclusive Community Breakfast promotes inclusion by celebrating the history and heritage of the community, and Human Relations Month is held in February. In celebration of outstanding achievement and diligent work in improving the equality and diverse environment of the City, the awards ceremony recognizes and promotes residents who are dedicated for their humanitarian and volunteerism efforts. This year's event will take place on Saturday, February 28<sup>th</sup> at 5:30 pm, at the Greenville Hilton. Other annual events include The Senior Citizens Christmas Celebration and the Dr. Martin Luther King, Jr. Celebration.

The HRC wants to develop positive ways the community can work together to unify and embrace the City's culturally diverse community. On January 31, 2015, 41 people attended and participated in a pilot program sponsored by HRC for the Greenville area titled "Bringing People Together from all Walks of Life: Dismantling Racism".



Pastor Pena stated that we live in times of great opportunities and challenges - and both require civic character and conduct that respects and honors the civil and human rights of all City of Greenville residents. The Human Relations Council is entrusted with a noble charge of improving the relationships within the City by planting seeds of change, by cultivating an atmosphere of mutual appreciation, and by respecting our diverse community. She thanked the City Council for its continued support and leadership in all of the Human Relations Council's efforts, including the allocation of funds to carry out its mission.

#### CONTRACT FOR PROFESSIONAL SERVICES FOR THE SOUTH GREENVILLE RECREATION CENTER AND PARK RENOVATIONS

Director of Recreation and Parks Gary Fenton stated that a selection committee was assembled to assess the responses received from the City's Statements of Qualifications for this project. The assembled selection committee was comprised of City staff and an employee from the school system. The four-person section committee consisted of MWBE Coordinator Denisha Harris, Parks Planner Lamarco Morrison, Director of the South Greenville Recreation Center Bershuan Thompson, and Aaron Aronson from the Pitt County Schools Facilities Division.

Director of Recreation and Parks Fenton explained the evaluations requirements and interviewing process. He stated that seven companies submitted their Statements of Qualifications by the deadline and were reevaluated by the Selection Committee. Several different criteria were based on their experience with similar projects, specific approach to this project, workload, ability to meet the project schedule and their accessibility to staff who would be managing this particular project. Four firms were selected based on these evaluations and were offered an interview. The interviews were then rated using a more detailed criteria such as specific experience directly related to the nature of this particular project, the ability to make modifications if necessary to stay within the budget, expertise and energy conservation and user safety, their plans for community outreach and communication throughout the project period with the public and experience and expertise in materials and methods associated with sports flooring. From a detailed evaluation and rating project, the selection committee unanimously chose Hite Associates, PA as the most qualified and preferred firm for this particular project.

Council Member Smith asked about the chosen firm's previous work. Director of Recreation and Parks Fenton responded that Hite Associates, PA provided services at the Drew Steele Center and C. M. Eppes Recreation Center.

Motion was made by Council Member Smith and seconded by Council Member Croskery to authorize the City Manager to negotiate and enter into a contract with Hite Associates, PA for professional architectural and engineering services related to the South Greenville Recreation Center and Park Renovations in an amount not to exceed \$172,000. Motion carried unanimously.



ORDINANCE AMENDING THE DISCOUNT RATE FOR THE PREPAYMENT OF PROPERTY TAXES

Director of Financial Services Bernita Demery stated that by statute, the North Carolina General Assembly has authorized the City to establish a discount for the prepayment of taxes prior to the due date. The City of Greenville's current discount is two (2) percent, if taxes are paid prior to August 31. That discount percentage was adopted in 1991 for payments received in July and August of each year. On June 16, 2014, Pitt County amended its discount from 2 percent to one-half ( $\frac{1}{2}$ ) percent. Staff recommends that the City Council adopt the ordinance amending the discount percentage from 2 percent to  $\frac{1}{2}$  percent on taxes levied by the City.

Director of Financial Services Bernita Demery summarized the following history of the City's discount rate:

**HISTORY OF DISCOUNT RATE**

| Year              | Discount Amount   |
|-------------------|-------------------|
| 2014              | \$405,754.64      |
| 2013              | 377,415.81        |
| 2012              | 363,904.33        |
| 2011              | 371,176.02        |
| 2010              | <u>359,745.47</u> |
| Five-Year Average | \$375,599.26      |

She stated that the City disallows approximately \$400,000 in property taxes that it would be receiving, if the City did not have the discount. The proposed  $\frac{1}{2}$  percent discount rate would allow \$100,000 in discounts for paying prior to August 31. Several of the City's benchmark cities have gone to the option of no discount.

**BENCHMARK CITIES**

| City         | Discount Rate |
|--------------|---------------|
| Asheville    | No Discount   |
| Gastonia     | No Discount   |
| Greenville   | 2 Percent     |
| High Point   | .5 Percent    |
| Jacksonville | No Discount   |

The City is not earning 4-5 percent interest on that money as an incentive for those who are paying early. The City is relieving property tax owners of tax that is due to the City. Staff talked to Pitt County today and they said that they did not request all municipalities to take action to have a uniform discount rate. Multiple discount rates are accepted under their new system. So if the City wanted to stay at a 2 percent discount rate, the City could.

Mayor Thomas asked when did the City staff become aware of a potential change. Director of Financial Services Demery responded staff met with the County in December 2014 regarding the agreement with the County for the collection of property taxes, since the City



had the motor vehicle changes with the State. As a sidebar conversation, the County Financial Officer said that the County changed its discount rate June 2014. Effectively, if the City changes its discount rate, then the City would have to do it by April 30, 2015.

Mayor Thomas asked whether this would be an increase in tax because the City is increasing taxes that were taken from the citizens. He stated that this is money that the City previously discounted to provide an incentive for paying taxes early. Director of Financial Services Demery responded that it depends on when property owners pay their taxes. It would be a revenue gain for the City of \$300,000.

Council Member Blackburn stated that previously for the City to collect its taxes early allowed the City to collect from its end interest rates on the money that would compensate for the discount that the City gave the taxpayers. So, there was an incentive for people to pay their taxes as soon as they receive the bills. It was a win/win.

Director of Financial Services Demery stated that it gave the City cash flow at the beginning of the year. It will still be a win/win because the City is only earning .01 percent and property taxpayers would receive a ½ percent discount.

Council Member Blackburn stated that none of the communities have what the City had in the 1990s in terms of the way that money flowed in all directions.

Mayor Thomas asked County Manager Scott Elliott to discuss background of the decision by the County in 2014.

County Manager Elliott stated that the Pitt County Board of Commissioners voted to adjust the discount rate during the budget process in spring of 2014. A number of municipalities will be doing the same for the upcoming fiscal year, 2014-2015. The County did not adjust the discount rate for 2014-2015, but the County adjusted the discount rate for 2015-2016, which is the budget fiscal year that the City and County are getting ready to prepare. It will be effective July 1, 2015. The 2 percent discount has been in place for several decades, but he does not have the history before 1991. For Pitt County, the Board of Commissioners chose to do this in order to expand public safety services throughout the County. The cost on a \$100,000 house that would pay early to take advantage of the discount is about \$10 per year. The language in the agreement between the City and County states that if the County would adjust its discount rate, the County would notify the City within five days, and the County did not do that. There were probably verbal conversations, but a written notification was required and the County has since cleaned that up. Just because the County adjusts its discount rate does not mean that the municipalities have to do that. The County's tax software can accommodate different discount rates.

Council Member Smith stated that she has been fighting for a while, since the City had the \$.02 tax increase approved, to repeal the \$.01 tax increase that she feels was approved without public input. The Council agreed to have the City's budget prepared with that \$.01 repealed and part of that is because the City Council talks so much about transparency. She



feels uncomfortable about having this item on the agenda now, approving it and informing people who were looking forward to paying their property taxes in advance. That discount could help them with their other future obligations.

Mayor Thomas stated that at this point, no one that has traditionally paid early has seen that difference yet.

County Manager Elliott stated that is correct. Out of 100 percent of all taxpayers who pay their taxes, 50 percent of them wait until January to pay. The reason why they do not want to do away with the discount rate all together is, and he recommends that the City Council does not do that as well, because the mortgage companies that collect escrow taxes are required to pay at the lowest point. So for cash flow purposes, the County likes to see a 50 percent cash infusion on the taxes coming in to meet obligations to make debt payments on facilities and such.

Mayor Thomas asked about the dollar impact on the County from removing the discount rate. County Manager Elliott responded it is roughly \$600,000.

Motion was made by Council Member Smiley and seconded by Council Member Smith to table this item indefinitely.

Council Member Croskery stated that it is actually a big incentive and of course a lot of these payments probably are coming from mortgage escrow accounts. The back of the envelope calculation is that the people who pay on time get this discount represents a little over \$20 million of the City's ad valorem taxes. Since the City collects less than \$40 million altogether, it is more than 50 percent. If the incentive was gone, would it affect the City's long term collection rate and it would be interesting to know if in other communities, it makes a big difference whether there is a discount or not. His sentiment is tabling this item so that the City Council can have some more time to think about and talk to their constituents.

There being no further, the motion passed unanimously to table this item indefinitely.

#### ONE-STOP VOTING SITE FOR 2015 MUNICIPAL ELECTION

City Clerk Carol Barwick stated that because 2015 is a municipal election year, Pitt County Board of Elections Director Dave Davis is inquiring whether the City would like to host an additional One-Stop Early Voting site. The 2009 agreement between the City of Greenville and the Pitt County Board of Elections stipulates that there will be two One-Stop sites already in operation, generally during the last two weeks prior to the election. Those sites are the Pitt County Agricultural Center and the Community Schools Building and each municipality will be responsible for its proportional share of the operating expenses, based on the percentage of municipal registered voters.



The City has the option to request additional One-Stop sites within the City of Greenville and, if approved by the Pitt County Board of Elections, the City will be responsible for all expenses related to them. Those additional sites will operate from October 22-October 31, 2015.

City Clerk Barwick gave a summary of the One-Stop sites hosted by the City of Greenville during municipal election years 2009, 2011, and 2013. She stated that this year, Mr. Davis informed her that the Pitt County Board of Elections will only consider One-Stop sites at facilities that were used during the primary and general elections in 2014. The purpose of that is to maintain consistency so that the municipalities will not confuse voters. The available locations in the City limits would be the PATS Conference Room at the County Office Building and the Willis Building on West First Street. The estimate for the City's hosting the two sites in 2013 was appropriately \$5,800. Although a firm estimate has not yet been provided for 2015, it is anticipated that two sites would cost a similar amount and that a single site would cost approximately half the amount paid in 2013. She asked for direction from the City Council on whether to proceed with requesting one or more One-Stop sites for 2015.

Motion was made by Council Member Smith and seconded by Council Member Smiley to use the PATS Conference Room at the County Office Building and the Willis Building as the two sites for One-Stop Early Voting purposes.

Council Member Blackburn stated that the City Council is being given choices without the opportunity of making sure that these are the best choices for the community. Specifically, the City Council had a great deal of discussion about the Drew Steele Center being a new spacious building, which was accessible to people of all abilities and there was not a parking consideration as indicated at the East Carolina University campus. She is perplexed as to why the City Council is unable to consider the Drew Steele Center, since the City is shouldering the cost.

City Clerk Barwick stated that Mr. Davis received specific instructions that the Pitt County Board of Elections would only consider those two sites within the City limits because of the consistency issues from one election cycle to the next.

City Attorney Holec stated that to ensure that the City Council is aware of the statutory setup for this, the City has an agreement regarding conduct of municipal elections with the Pitt County Board of Elections and under that they have stated that there are automatically two sites. If the City wants to have any additional sites, the expense for that is borne by the City. The City could make a request for the voting sites, but the actual decision is made by the Pitt County Board of Elections. The request needs to be unanimous and if it is not, then there is the ability for one Council Member to appeal that to the State Board.

Council Member Blackburn moved to request, in addition to the PATS Room at the County Office Building, that the City makes the request for the Drew Steele Center as a One-Stop site instead of the Willis Building.



Council Member Smith stated that Mr. Davis informed her that the Drew Steele Center is not an option. Even though he talked about the two that were already paid for by them and the two that the City would do, the Pitt County Board of Elections had already made their decision based on their not wanting the voters to be confused about where to vote not only for municipal elections, but for all elections. The Willis Building has been used for quite some time and the City has an agreement with the Pitt County Board of Elections for the next 20 years to use the Willis Building for municipal elections. People are accustomed to voting at that building, which is accessible, on the bus route, and within walking distance. Based on this information given by Mr. Davis, in her opinion, there is not any other option for people in that area.

The motion to consider the PATS Conference Room and the Drew Steele Center as options for the One-Stop Early Voting sites died due to a lack of a second.

Council Member Blackburn stated that she is not averse to having the Willis Building as one of the two choices. The Willis Building is in her district, a great place to vote and in walking distance for people who live in her district and other neighborhoods, but the City Council is supposed to make a decision for the entire community. The Drew Steele Center is really good for being able to accommodate people who need special accommodations plus there is not the parking consideration at the Willis Building. For those reasons, she cannot support the option to have the County Office Building and the Willis Building as the option even though she appreciates and is glad to have the Willis Building as the extra voting location in her district.

There being no further discussion, the motion passed with a 4:1 vote to use the County Office Building (PATS Conference Room) and the Willis Building as the two sites for One-Stop Early Voting purposes. Mayor Pro-Tem Mercer and Council Members Smith, Smiley, and Croskery voted in favor of the motion and Council Member Blackburn voted in opposition.

#### SUPPORT OF PITT COUNTY'S HOSTING OF THE 2015 NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS CONFERENCE

City Manager Lipscomb stated that she received a letter from the Pitt County Board of Commissioners requesting the City's financial support. Pitt County will be hosting the 2015 North Carolina Association of County Commissioners (NCACC) Conference in August, which will be held at the Greenville Convention Center. The City anticipates having the renovation and expansion of the Convention Center ready for this prestigious conference.

City Manager Lipscomb explained that in the past, Pitt County was supportive of the City hosting the North Carolina League of Municipalities (NCLM) Conference, and the City supported Pitt County when the first NCAAC Conference was held in Greenville. Pitt County pledged \$10,000 to the City to help with expenses of the 2009 NCLM Conference, and the City of Greenville pledged \$10,000 to the County to help with expenses of the 2010 NCACC Conference. Since those conferences were held back to back, the money given by



the City and County was exchanged quickly. Currently, there is no date for hosting a major conference on the City side so the exchange of funds would not happen in the near future. However, the County is seeking an appropriate amount to assist with the cost of the planned 2015 NCACC Conference activities. Sponsorship levels range from \$10,000 and higher (Platinum/Corporate); \$5,000-\$9,999 (Gold); \$2,500-4,999 (Silver); and \$1,000-\$2,499 (Bronze).

Council Member Blackburn stated that this is a worthy event and something that the City would want to be supportive of.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to approve the City of Greenville financially supporting the 2015 North Carolina Association of County Commissioners Conference at the Platinum Sponsorship Level (\$10,000). Motion carried unanimously.

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**REVIEW OF FEBRUARY 13, 2015 CITY COUNCIL AGENDA**

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The Mayor and City Council reviewed the agenda for the February 13, 2015 City Council meeting.

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**COMMENTS BY MAYOR AND CITY COUNCIL**

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The Mayor and City Council made comments about past and future events.

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**CITY MANAGER'S REPORT**

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City Manager Lipscomb introduced Mr. Richard Hicks, who is assisting her part-time with overseeing some of the City departments that were assigned to former Assistant City Manager Chris Padgett. She stated that also he is working on budget issues.

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**ADJOURNMENT**

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Motion was made by Council Member Blackburn and seconded by Council Member Smith to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 8:02 p.m.



Respectfully Submitted

A handwritten signature in cursive script that reads "Polly Jones".

Polly Jones  
Deputy City Clerk



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Amendment to the Interlocal Tax Collection Agreement with Pitt County

**Explanation:** **Abstract:** Attached for review and approval is an amendment to the Interlocal Tax Collection Agreement imposing a fee on Motor Vehicle Tax collections, effective fiscal year 2015-2016.

**Explanation:** Pitt County has been collecting property taxes levied by the City of Greenville pursuant to an agreement dated January 28, 1991. The agreement was renewed by a memorandum between the City Manger and County Manager in 1995 and amended in 2010.

In 2005, the North Carolina General Assembly passed a law to create a combined motor vehicle registration renewal and property tax collection system. The law transferred the responsibility of motor vehicle tax collection to the N.C. Division of Motor Vehicles (NCDMV). This new Tag and Tax Together program was designed as a convenient way to pay annual vehicle tag renewals and property taxes in one transaction. Prior to being the NCDMV's responsibility, Pitt County billed and received payment for motor vehicle taxes on behalf of the City of Greenville. The fee for such services provided by the County was one and one-half percent (1.5%) of the motor vehicle tax revenue collected.

Effective September 2013, the County began to collect the Motor Vehicle tax receipts from the State, on behalf of the City. As such, the County has proposed the attached amendment to the Interlocal Tax Collection Agreement dated January 2010, which is also attached. The highlight of the amendment is below:

*Beginning in fiscal year 2015-2016, the fee for Motor Vehicle Taxes collected will be imposed at one-half percent (.5%) times the motor vehicle tax revenue remitted to the County by the State on behalf of the City.*

This fee will cover the County costs related to valuations, adjustments, prorations, refunds, and exemptions under the new Vehicle Tax System (VTS).



**Fiscal Note:**

The amendment provides that the County will receive a one-half percent (.5%) fee for remitting Motor Vehicle Taxes monthly to the City. For fiscal year 2015-16, this fee is estimated to be \$12,192, which is based on an estimated \$2,438,348 in total Motor Vehicle Taxes to be collected.

**Recommendation:**

Approve the attached amendment to the Interlocal Tax Collection Agreement.

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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

[Final Final Interlocal Agreement 999020](#)

[Agreement with the City and Pitt County regarding the Interlocal Tax Collection Agreement 855709](#)

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**NORTH CAROLINA**

**PITT COUNTY**

**AMENDMENT TO  
INTERLOCAL TAX COLLECTION AGREEMENT**

This Amendment is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Greenville (hereinafter "City"), a municipal corporation organized under the laws of the State of North Carolina, and Pitt County (hereinafter "County"), a body politic and corporate, to amend the Interlocal Tax Collection Agreement entered into on January 1, 2010.

**WITNESSETH:**

**WHEREAS**, City and County entered into the original Interlocal Tax Collection Agreement (hereinafter "Original Agreement") dated January 1, 2010; and

**WHEREAS**, as contemplated in paragraph 2 of the Original Agreement, recent amendments to Chapter 105 of the North Carolina General Statutes transferred motor vehicle tax billing and collection responsibilities from local governments to the State of North Carolina, while local governments have retained responsibility for tax situsing, processing of appeals, refunds, and exemptions; and

**WHEREAS**, City and County wish to amend the Original Agreement;

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants of the parties as set forth herein, the City and County agree as follows:

Paragraph 2 of the Original Agreement is amended to add the following language:

For motor vehicle taxes with renewal dates on or after September 1, 2013, North Carolina Department of Transportation will distribute County-wide net motor vehicle tax collections (minus County-wide costs associated with State billing and County-wide costs associated with debit and credit card transaction fees) to the County on a monthly basis. County shall allocate the lump sum costs of billing, credit card and debit card transaction fees (already removed from total distribution amount) to City based upon the proportional share of City's contribution to the total tax bill. County will remit monthly to City the net proceeds received from the State due to the City. The fee for the 2015-2016 fiscal year is calculated at one-half percent (0.5%) times the motor vehicle tax revenue remitted to the County by the State for the City.

All the terms and conditions of the Original Agreement remain in full force and effect except as specifically modified herein.

Attest:

CITY OF GREENVILLE

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
City Manager

Attest:

PITT COUNTY

\_\_\_\_\_  
Clerk to Board of Commissioners

By: \_\_\_\_\_  
County Manager

Pre-Audit Certificate

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

Name: \_\_\_\_\_  
Director of Financial Services  
City of Greenville

Pre-Audit Certificate

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

Name: \_\_\_\_\_  
Finance Officer, Pitt County

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
County Attorney

**STATE OF NORTH CAROLINA  
COUNTY OF PITT  
INTERLOCAL TAX COLLECTION AGREEMENT**

This Agreement is made, this the 1 day of January, 2010, by and between the City of Greenville (hereafter "City"), a municipal corporation organized under the laws of the State of North Carolina and Pitt County (hereafter "County"), a body politic and corporate;

**WITNESSETH:**

WHEREAS, the City and County have the power pursuant to North Carolina General Statute § 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function that they have been granted the power to exercise alone, or to contract with the other for the exercise of any function which they have been granted the power to exercise alone, and to enter into contracts or agreements to specify the details of those joint undertakings;

AND, WHEREAS, the Pitt County Board of Commissioners and the Greenville City Council have adopted Resolutions authorizing the County to act as the City's agent to collect all property taxes imposed by the City and the County has agreed to exercise that function under the terms and conditions set forth herein;

AND, WHEREAS, this Interlocal Tax Collection Agreement sets forth the agreement between the City and County relating to the collection by the County of the property taxes levied by the City.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants of the parties as set forth herein, the City and County agree as follow:

1. LISTING, ASSESSING, BILLING AND COLLECTION OF CITY TAXES:

The City shall annually, by the adoption of its budget ordinance, establish the rate of the tax levy upon property having situs within its corporate limits no later than June 30<sup>th</sup> of each year. The City shall provide the County written notice of the rate of the tax levy no later than five (5) days after the adoption of the budget ordinance which establishes the rate. The County shall serve as the tax collector for the City in the listing, assessing, billing and collection of all property taxes levied by the City pursuant to North Carolina General Statute §160A-209. The County will not be responsible for the billing and collection of privilege license taxes, grass liens, demolition liens, or any fees or taxes other than property taxes and any other taxes and assessments which the County specifically agrees to collect in accordance with the provisions of this Agreement or any other agreement. The County will be responsible for the collection of delinquent taxes

for years prior to the effective date of this Agreement, but limited to those years for which the County agreed, in a previous agreement, to collect taxes for the City. The City agrees to fully cooperate with the County in the listing, assessing, billing and collection process, including assistance in determining situs issues and in discovering property which should have been listed for taxation pursuant to N.C.G.S. § 105-312

2. MOTOR VEHICLE TAXES:

The County will list, assess, bill and collect taxes on registered motor vehicles as defined in N.C.G.S. § 105-330.3(a)(1) and the County will list, assess, bill and collect taxes on unregistered vehicles, as defined in N.C.G.S. § 105-330.3(a)(2). The taxes will be remitted to the City in the same manner as property taxes are remitted to the City pursuant to this Agreement. The fee for such services shall be one and one-half percent (1 ½%) of the motor vehicle tax revenue collected. County and City understand that the State has undertaken study of more efficient methods to collect motor vehicle taxes, and if the state modifies the role of local government in the collection of motor vehicle taxes, City and County will modify this agreement to be consistent therewith, in accordance with the modification provisions contained herein.

The County will bill and collect the annual license tax imposed by the City on motor vehicles in accordance with the provisions of N.C.G.S. § 160A-213, N.C.G.S. § 20-97, and any applicable local act. The taxes will be remitted to the City in the same manner as property taxes are remitted to the City pursuant to this Agreement. The fee for such services shall be one and one-half percent (1 ½ %) of the license taxes collected.

3. GROSS RECEIPTS ON SHORT TERM RENTALS AND HEAVY EQUIPMENT:

The County shall collect the gross receipts tax on the gross receipts from the short-term lease or rental of vehicles at retail to the general public pursuant to N.C.G.S. § 160A-215.1 and of heavy equipment pursuant to N.C.G.S. § 160A-215.2. The gross receipts tax will be remitted to the City monthly. The fee for such services shall be one and one-half percent (1 ½%) of the gross receipts tax on the gross receipts from the short-term lease or rental of vehicles at retail to the general public and heavy equipment collected.

4. SPECIAL ASSESSMENTS AND MUNICIPAL SERVICE DISTRICT TAXES:

The County shall bill and collect special assessments levied by the City in accordance with the provisions of Article 10 of Chapter 160A of the North Carolina General Statutes or the Charter of the City of Greenville, North Carolina and municipal service district taxes levied by the City in accordance with the provisions of Article 23 of Chapter 160A of the North Carolina General Statutes. The City shall provide the County written notice of the levy of a special assessment or municipal service district tax no later

than five (5) days after the levy of the special assessment or the municipal service district tax. The special assessments and municipal service district taxes will be remitted to the City in the same manner as property taxes are remitted to the City pursuant to this Agreement. The fee for such services shall be one and one-half percent (1 ½%) of the special assessments and municipal service district taxes collected. Additionally, the County will bill the City for any additional cost associated with billing a special assessment or municipal service district tax and the City will reimburse the County within sixty (60) days.

5. COUNTY AUTHORITY:

The County shall have all of the authority of the City set forth in the Machinery Act (N.C.G.S. § 105-271 through 395.1) in the process of listing, assessing, billing and collecting property taxes levied by the City.

6. ALLOCATION OF RECEIPTS:

At the end of each workday, the County will analyze the daily deposit of funds collected to determine the dollar amount of taxes, including prepaid taxes, which are allocable to the City. On the next business day after receipt as practical, the County will transfer by check or wire to the City or bank account designated by the City the City's estimated share of property taxes, excluding prepaid taxes, which taxes will remain in the County's prepaid tax account. Upon the ultimate determination of the correct amount of taxes which have been prepaid, any excess prepaid taxes shall be immediately paid to the taxpayer by the County from the prepaid account and the balance of said taxes which are allocable to the City will be paid to the City on the next deposit date. Penalties and interest collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the County and the City pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances. The County on the next business day after receipt as practical, will transfer by check or wire to the City or bank account designated by the City the City's pro rata amount. Also any losses, not recovered through the foreclosure process, will be shared proportionately between the City and County.

7. PRIORITY OF ALLOCATION FOR PARTIAL PAYMENTS:

If a partial payment of a tax bill is made, the County will apply that payment in accordance with the requirements of N.C.G.S. §105-358 with the partial payment to be apportioned between the City and the County pro rata in proportion to each taxing units share of the principal amount which was the basis of the collection. Any tax, interest, and penalty due to the City shall be deposited to the benefit of the City in accordance with the provisions of Paragraph 5 above.

8. FEES TO BE PAID BY THE CITY TO THE COUNTY:

The County shall receive, as compensation for its services to the City pursuant to this Agreement, a collection fee of one and one half percent (1 ½ %) of the amount of property taxes, interest and penalties collected by the County on behalf of the City. In addition to the foregoing, all fees collected by the County for additional services (such as garnishment, advertisement and returned checks) shall be retained by the County. The County will withhold the one and one half percent (1 ½%) collection fee from each daily deposit made to the City.

9. CITY ANNEXATION:

The City and County recognize that annexation by the City having an effective date at any time other than during the month of June will create additional burden to the County due to the need of calculations and prorations. Therefore, for annexations that become effective on a date other than during the month of June, the City shall be responsible for all costs related to prorations and additional billing. No later than five (5) days after the adoption of the annexation ordinance, the City will provide notice of the annexation to the County with all property information on the parcel numbers included in the annexation and the effective date for the annexation. For any annexation having an effective date at any time other than during the month of June, the County will bill the City for any additional costs, and the City will reimburse County within sixty (60) days.

10. TERM AND TERMINATION:

This Agreement shall be effective on January 1, 2010, and shall continue until June 30, 2020, unless terminated sooner in accordance with the provisions of this Agreement. The City or County may, in accordance with the provisions of this paragraph, terminate this Agreement effective on July 1<sup>st</sup> of any year but no sooner than July 1, 2011. The decision to terminate shall be made by either the City Council of the City or the Board of Commissioners of the County. Termination pursuant to the provisions of this paragraph shall not be effective unless Notice to Terminate is given in writing to the other party no later than May 1 of the calendar year prior to the effective date of termination.

11. MISCELLANEOUS:

(a) All decisions involving discoveries, garnishments, attachments, and other collection proceedings are delegated to the County. The County agrees to use its best efforts in accurately listing, assessing, billing and collecting the City taxes. The County will not be held to a higher standard for collecting City taxes than it has for collecting County taxes.

(b) The Tax Collector of the County is, by this Agreement, designated as the Tax Collector for the City. All duties of the Tax Collector for the City for the collection of the property taxes levied by the City to be collected by the County, pursuant to

N.C.G.S. § 105-349 through 378, are transferred to the Tax Collector of the County, including settlements as provided in N.C.G.S. § 105-373.

(c) At the time of the execution of this Agreement, both City and County apply a two percent (2%) discount rate to taxes paid prior to September 1 in accordance with N.C.G.S. §105-360(c). It is understood that City and County have the authority to modify or eliminate the discount, and it is agreed that any modification by City or County shall occur not later than May 1 of each year. Whenever either the City or County modifies or eliminates its discount rate, written notice of the modification or elimination shall be given to the other party within five (5) days. For ease in administration, City is encouraged to offer the same discount rate as County. If the discount rates differ between City and County, County will collect at the differing rates if its software allows. If the discount rates adopted by March 30 of each year differ between City and County and County software will not allow the application of differing discount rates, the County will notify the City in writing prior to April 7 that the County software will not allow the application of differing rates in order to allow the City or County the opportunity to modify or eliminate its discount rate to the same discount rate as the other party and, if the City or County does not modify or eliminate its discount rate to the same discount rate of the other party by May 1, this Agreement will terminate effective July 1 following the adoption of the differing discounts notwithstanding the provisions of paragraph 10. If differing discount rates are adopted by the City or County after March 30 and on or before May 1 and County software will not allow the application of differing discount rates, then the County will notify the City in writing prior to May 15 that the County software will not allow the application of differing rates, the County will apply the discount rate which was in effect the prior year, and either the City or County may terminate this Agreement pursuant to the provisions of paragraph 10.

(d) The City shall have in effect a resolution directing the Tax Collector not to collect minimal taxes pursuant to N.C.G.S. § 105-321(f).

(e) All notices required to be given under this Agreement shall be in writing and shall be deemed sufficiently given either upon delivery, when delivered personally to the notice address of the party, or when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

City:  
City Manager  
City of Greenville  
200 West Fifth Street  
Greenville, NC 27834

County:  
County Manager  
Pitt County  
1717 W. Fifth Street  
Greenville, NC 27834



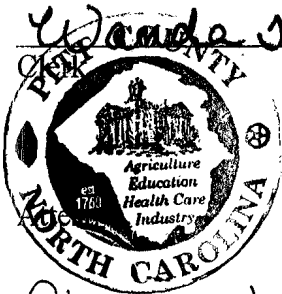
(f) Upon the effective date of this Agreement, the provisions of this Agreement shall supersede and replace the provisions of the previous agreement dated January 28, 1991, between the City and the County relating to the collection by the County of property taxes levied by the City. It is the intent of this Agreement that said previous agreement is terminated as of the effective date of this Agreement.

(g) This Agreement may be amended in writing at any time by mutual agreement of the parties.

This Agreement is executed in duplicate originals as of the day and year first above written by authority duly granted by the City Council of the City of Greenville and the Pitt County Board of Commissioners.

CITY OF GREENVILLE

Attest:



Wanda S. Eiko

By: Wayne Owens  
City Manager

PITT COUNTY

Patricia Stuber  
Clerk to Board of Commissioners

By: D. Scott Elliott  
County Manager

Pre-Audit Certificate:

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

Name: Bernita W. Demery  
Director of Financial Services, City of Greenville

Pre-Audit Certificate:

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

Name: MBP  
Finance Officer, Pitt County

Approved as to form:

Sam Ballagher  
County Attorney

Approved as to form:

D. G. Holt  
City Attorney



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

---

**Title of Item:** Resolution accepting dedication of rights-of-way and easements for Firetower Junction Section Three

**Explanation:** **Abstract:** This item proposes a resolution to accept dedication of rights-of-way and easements for Firetower Junction Section Three.

**Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Firetower Junction Section Three (Map Book 77 at Page 38). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

**Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2015-2016 budget.

**Recommendation:** Adopt the attached resolution accepting dedication of rights-of-way and easements for Firetower Junction Section Three.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

- [Firetower Junction Section Three Map](#)
- [March 2015 Right of Way Resolution 998568](#)

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

WHEREAS, G.S. 160A-374 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

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

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

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

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

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

Firetower Junction Section Three

Map Book 77

Page 38

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

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

Adopted the 16<sup>th</sup> day of March, 2015.

---

Allen M. Thomas, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

NORTH CAROLINA  
PITT COUNTY

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

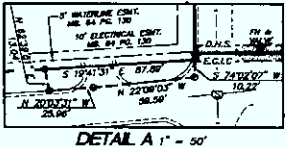
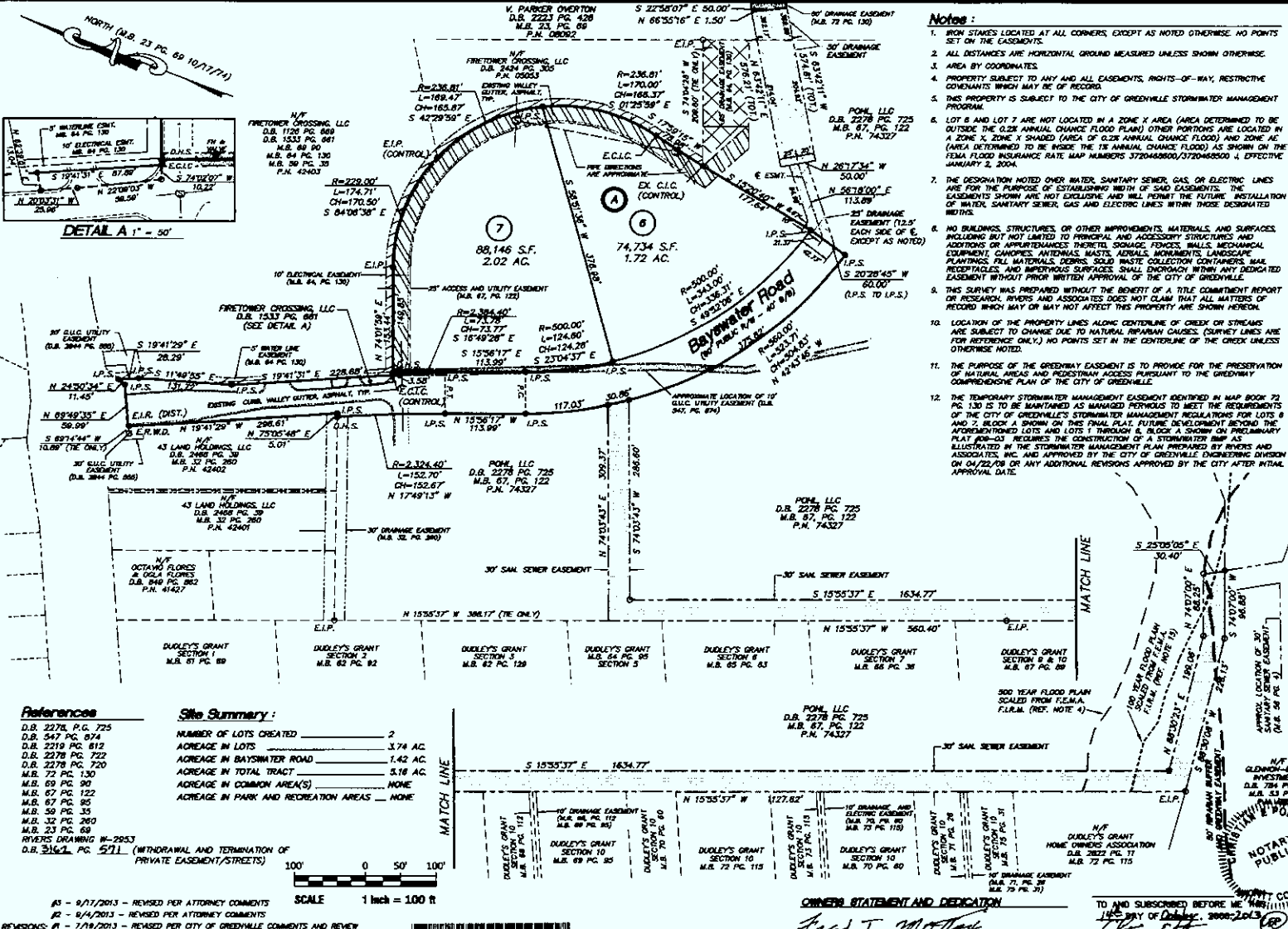
WITNESS my hand and official seal this the 16<sup>th</sup> day of March, 2015.

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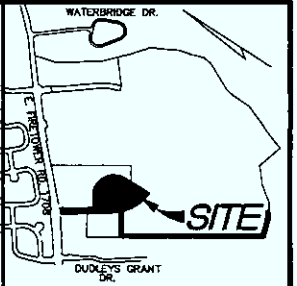
Notary Public

Attachment number 1  
Page 2 of 2

My Commission Expires: August 5, 2016



- Notes:**
- IRON STAKES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE. NO POINTS SET ON THE EASEMENTS.
  - ALL DISTANCES ARE HORIZONTAL GROUND MEASURED UNLESS SHOWN OTHERWISE.
  - AREA BY COORDINATES.
  - PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
  - THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE STORMWATER MANAGEMENT PROGRAM.
  - LOT 8 AND LOT 7 ARE NOT LOCATED IN A ZONE X AREA (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) OTHER PORTIONS ARE LOCATED IN A ZONE X, ZONE X SHADDED (AREA OF 0.2% ANNUAL CHANCE FLOOD) AND ZONE X-1 (AREA DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOOD) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NUMBERS 372046000/372046000 4, EFFECTIVE JANUARY 2, 2004.
  - THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
  - NO BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREOF, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPROVED SURFACES, SHALL ENCROACH WITHIN ANY DESIGNATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
  - THE TEMPORARY STORMWATER MANAGEMENT EASEMENT IDENTIFIED IN MAP BOOK 72 PG. 130 IS TO BE MAINTAINED AS MANAGED FOREST TO MEET THE REQUIREMENTS OF THE CITY OF GREENVILLE STORMWATER MANAGEMENT REGULATIONS FOR LOTS 8 AND 7. BLOCK 4 SHOWN ON THIS FINAL PLAN. FUTURE DEVELOPMENT BEYOND THE LOTS AND LOTS 8 AND 7 BLOCK 4 SHOWN ON PRELIMINARY PLAN 20-03 REQUIRES THE CONSTRUCTION OF A STORMWATER BUMP AS ILLUSTRATED IN THE STORMWATER MANAGEMENT PLAN PREPARED BY RIVERS AND ASSOCIATES, INC. AND APPROVED BY THE CITY OF GREENVILLE ENGINEERING DIVISION ON 04/22/08 OR ANY ADDITIONAL REVISIONS APPROVED BY THE CITY AFTER INITIAL APPROVAL DATE.



- Vicinity Map**  
SCALE 1" = 1000'
- Legend**
- I.P.S. IRON PIPE SET
  - E.C.L.C. EXISTING CHIP IN CONCRETE
  - D.M.S. DRILL HOLE SET
  - E.L.P. EXISTING RIGH PIPE
  - E.R.W.D. EXISTING RIGHT OF WAY DSK
  - N.P.S. NO POINT SET
  - P.G. PAGE
  - M.B. MAP BOOK
  - B/W BACK TO BACK
  - R/W RIGHT OF WAY
  - P./N. PARCEL NUMBER
  - C. CENTERLINE
  - N/O. NOW OR FORMERLY
  - TOT. TOTAL
  - ESMT. EASEMENT
  - ⊙. MANHOLE
  - S— UTILITY PIPE
- ②. LOT NUMBER  
ⓑ. BLOCK NUMBER

**References**

|                        |
|------------------------|
| D.B. 2278, P.G. 725    |
| D.B. 547, P.G. 874     |
| D.B. 2219, P.G. 812    |
| D.B. 2278, P.G. 722    |
| D.B. 2278, P.G. 720    |
| M.B. 72, P.C. 130      |
| M.B. 69, P.C. 90       |
| M.B. 67, P.C. 122      |
| M.B. 67, P.C. 95       |
| M.B. 59, P.C. 35       |
| M.B. 32, P.C. 260      |
| M.B. 23, P.C. 69       |
| REVISOR DRAWING W-2953 |
| D.B. 3164, P.G. 571    |

**Site Summary:**

|                                      |          |
|--------------------------------------|----------|
| NUMBER OF LOTS CREATED               | 2        |
| ACREAGE IN LOTS                      | 3.74 AC. |
| ACREAGE IN BAYWATER ROAD             | 1.42 AC. |
| ACREAGE IN TOTAL TRACT               | 5.16 AC. |
| ACREAGE IN COMMON AREA(S)            | NONE     |
| ACREAGE IN PARK AND RECREATION AREAS | NONE     |

AS - 8/17/2013 - REVISED PER ATTORNEY COMMENTS  
 R2 - 8/14/2013 - REVISED PER ATTORNEY COMMENTS  
 REVISIONS R - 7/19/2013 - REVISED PER CITY OF GREENVILLE COMMENTS AND REVIEW

FINAL PLAN  
**FIRETOWER JUNCTION SECTION THREE**  
 CITY OF GREENVILLE, WINTERSVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER **POHL, LLC**  
 ADDRESS P.O. BOX 30930 GREENVILLE, NC 27833  
 PHONE (252) 355-7757

|                |                    |                 |
|----------------|--------------------|-----------------|
|                | SURVEYED<br>JEW/RS | APPROVED<br>PJM |
|                | DRAWN<br>JEW       | DATE<br>8/29/13 |
| CHECKED<br>PJM | SCALE<br>1" = 100' |                 |

Doc ID: 012009400001 Title: CHD  
 Recorded: 10/18/2013 at 12:45:14 PM  
 File Amt: 1.00 Page 1 of 1  
 File Country: NO  
 Title #: Nichols Reg of Deeds  
 BK 77 PG 38



**SOURCE OF TITLE**  
 TO THE BEST OF MY KNOWLEDGE, THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK 2278, PAGE 725  
 DEED BOOK 1333, PAGE 681  
 DEED BOOK 1162, PAGE 112  
 NORTH CAROLINA LICENSE NO. L-4282

**PITT COUNTY OWNERS STATEMENT**  
 THIS STATEMENT THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
 [Signature]  
 POHL, LLC  
 SWORN TO AND SUBSCRIBED BEFORE ME THIS 19th DAY OF October 2013.  
 [Signature]  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 8-21-2018

**OWNER STATEMENT AND DEDICATION**  
 Fred T. Mottley  
 FIRETOWER CROSSING, LLC  
 P.O. BOX 2442  
 GREENVILLE, NC 27604  
 [Signature]  
 V. PARKER OVERTON  
 3033 MORLEY BRIDE ROAD  
 GREENEVILLE, NC 27637

**APPROVAL**  
 THIS FINAL PLAN NO. 13-25 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 426, ARTICLE 1, GREENVILLE CITY CODE THE 10th DAY OF JULY, 2013.  
 [Signature]  
 SIGNED  
 [Signature]  
 ATTEST

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAN AND ALLOTMENT TO BE THEIR FREE ACCT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES, AND EASEMENTS FOREVER, ALL AREAS SHOWN OR SO INDICATED ON SAID PLAN.  
 SIGNED  
 [Signature]  
 ATTEST  
 [Signature]

**CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY  
 I, PATRICK B. HARTMAN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY J.E.M. FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE PAGE SEE; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000 +; THAT SCALING ERRORS NOT SHOWN ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (D11): THIS SURVEY CREATES A NEW DIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND BY THEIR ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 15th DAY OF JULY, 2013.  
 SIGNED [Signature]  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER L-4282

**DEDICATION**  
 NORTH CAROLINA PITT COUNTY  
 I, ANDREW THOMAS JR., A REVIEW OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP AND PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 BY [Signature]  
 REVIEW OFFICER  
 DATE 10/18/13



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

---

**Title of Item:** Purchase of real property for Greenville Utilities Commission's Old River Road Regulator Station as part of GUC's Northwestern Loop High-Pressure Natural Gas Main Extension Project

**Explanation:** **Abstract:** Greenville Utilities Commission seeks to purchase real property for the old River Road Regulator Station as part of the Northwestern Loop High-Pressure Natural Gas Extension Project.

**Explanation:** Greenville Utilities Commission (GUC) has identified a property suitable for the location of the Old River Road Regulator Station to be constructed as part of the Northwestern Loop High-Pressure Natural Gas Main Extension Project (GCP-89). The recommended property is located south of Riverview Road and west of US 264 Bypass and is owned by the North Carolina Department of Transportation (NCDOT). NCDOT has approved the property appraisal of \$3,124.

At its January 15, 2015, regular meeting, the GUC Board of Commissioners approved the recommendation to purchase the real property and recommends similar action by City Council.

**Fiscal Note:** No cost to the City.

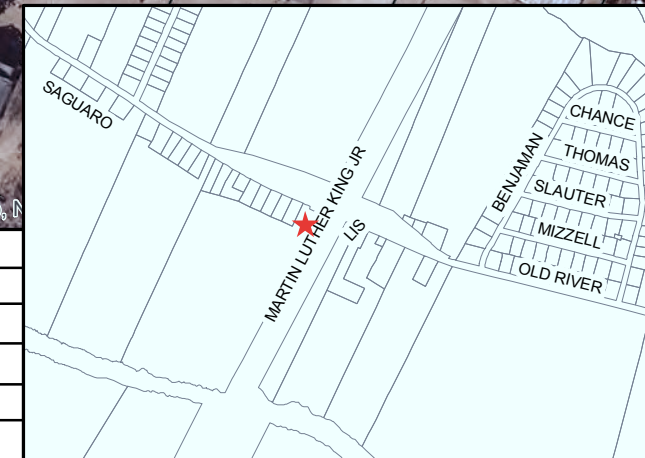
**Recommendation:** Authorize the purchase of said real property including the execution of the offer to purchase and other related documents.


**Attachments / click to download**

 [Map](#)

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



**City of Greenville**  
**c/o Greenville Utilities**  
**Old River Rd. Regulator Station**  
 Greenville, Pitt County, North Carolina

Item # 4

|                          |
|--------------------------|
| Parcel: 035916           |
| Date Created: 1/5/2015   |
| Scale: 1 inch = 100 feet |
| Design: CHS              |
| Drawn: JAC               |
| Checked: CHS             |

Disclaimer:  
 1) This map was created for illustrative purposes only.  
 2) This map is not a certified survey and has not been reviewed by a local government agency.  
 Basemap data source: Pitt County Planning Department



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Resolution approving the extension of a lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center

**Explanation:** **Abstract:** In years past, the City of Greenville has leased a portion of the C.M. Eppes Recreation Center to the Greenville Industrial-Eppes High School Alumni Heritage Society. This item will extend that lease for an additional three years.

**Explanation:** The Greenville Industrial-Eppes High School Alumni Heritage Society has been utilizing a portion of the Eppes Recreation Center for use as the C.M. Eppes Cultural Center and has requested permission to extend its existing lease. The Recreation and Parks Commission continues to believe that this is an appropriate and desirable use for this space and, at its February 11, 2015 meeting, unanimously approved the request for an additional three-year term.

**Fiscal Note:** One dollar to be received as an annual lease payment.

**Recommendation:** Approve the attached resolution that extends the current lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center, through January 31, 2018.

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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Resolution Lease Agreement for Greenville Industrial Eppes Alumni Society 2015 997104](#)

[Lease Agreement with Greenville Industrial Eppes High School Alumni Heritage Society 2015 997110](#)

RESOLUTION NO. \_\_\_\_-15

RESOLUTION APPROVING LEASE AGREEMENT WITH  
GREENVILLE INDUSTRIAL-EPPES HIGH SCHOOL ALUMNI HERITAGE SOCIETY

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the three (3) year term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center, consisting of three rooms, for a term of three (3) years commencing on February 1, 2015, and terminating on January 31, 2018, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said Lease Agreement.

This the \_\_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

**NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_ day of March, 2015, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Greenville Industrial-Eppes High School Alumni Heritage Society, a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the C.M. Eppes Recreation Center consisting of three rooms as delineated on the attached map, labeled as Exhibit A, and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for three (3) years, commencing on the 1<sup>st</sup> day of February, 2015, and expiring on the 31st day of January, 2018.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of February of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

The leased premises shall be used by LESSEE as a location to display, honor, and celebrate the history associated with the original use of the Eppes Recreation Center as an educational facility and the faculty and students associated with the educational facility. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for all costs associated with conducting its activities. LESSEE shall not use the leased premises between the hours of 11 p.m. and 7 a.m.

4. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. The LESSEE shall keep a daily log of the activities conducted on the leased premises. Within ten (10) days of a written notice from the LESSOR to the LESSEE requesting a copy of the daily log and a written summary of the activities, the LESSEE shall provide the LESSOR a copy of the daily log with a written summary of the activities conducted on the leased premises since the commencement of the term of this Lease Agreement.

5. Signage.

LESSEE may install identifying signage on the exterior and hallway doors of the leased premises with the approval by the LESSOR of the size, location, and installation method.

6. Repairs and Maintenance.

LESSEE agrees to accept the leased premises in its current condition. LESSEE shall be responsible, at its expense, for all maintenance and repairs, both major and minor, to the leased premises except that the LESSOR shall be responsible for the maintenance and repair of the roof and the exterior walls of the leased premises. The LESSEE shall at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant, and sanitary condition at all times.

7. Alterations and Improvements.

No alterations or improvements shall be made to the leased premises without the prior written consent of the LESSOR.

8. Utilities.

LESSOR shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible for the telephone charges and all other charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

9. Insurance.

The LESSEE will at all times during the term of this LEASE, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

10. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than 50% of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

11. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

12. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring on or within the demised premises.

13. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

14. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

15. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, subcontractor, mechanic, laborer, or materialmen to become and remain a lien on the leased property or upon the right, title, or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify, and save harmless the LESSOR from and in respect of any and all such claims.

16. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the property which the LESSOR, in its sole discretion, determines to make or

for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

17. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement, may peacefully and quietly have, hold, and enjoy the said leased premises on all the terms of this Lease Agreement.

18. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently if mailed by first class mail to the City Manager, for notices to the LESSOR, or to the President, for notices to the LESSEE, at the addresses set forth below.

LESSOR:

City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835

LESSEE:

President  
Greenville Industrial- Eppes High School  
Alumni Heritage Society  
P.O. Box 93  
Greenville, NC 27835

19. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

20. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

GREENVILLE INDUSTRIAL-  
EPPES HIGH SCHOOL  
ALUMNI HERITAGE SOCIETY

BY: \_\_\_\_\_  
Barbara Lipscomb, City Manager

BY: \_\_\_\_\_  
, President

**NORTH CAROLINA  
PITT COUNTY**

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

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

My Commission expires: \_\_\_\_\_.

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_, President, for Greenville Industrial-Eppes High School Alumni Heritage Society, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

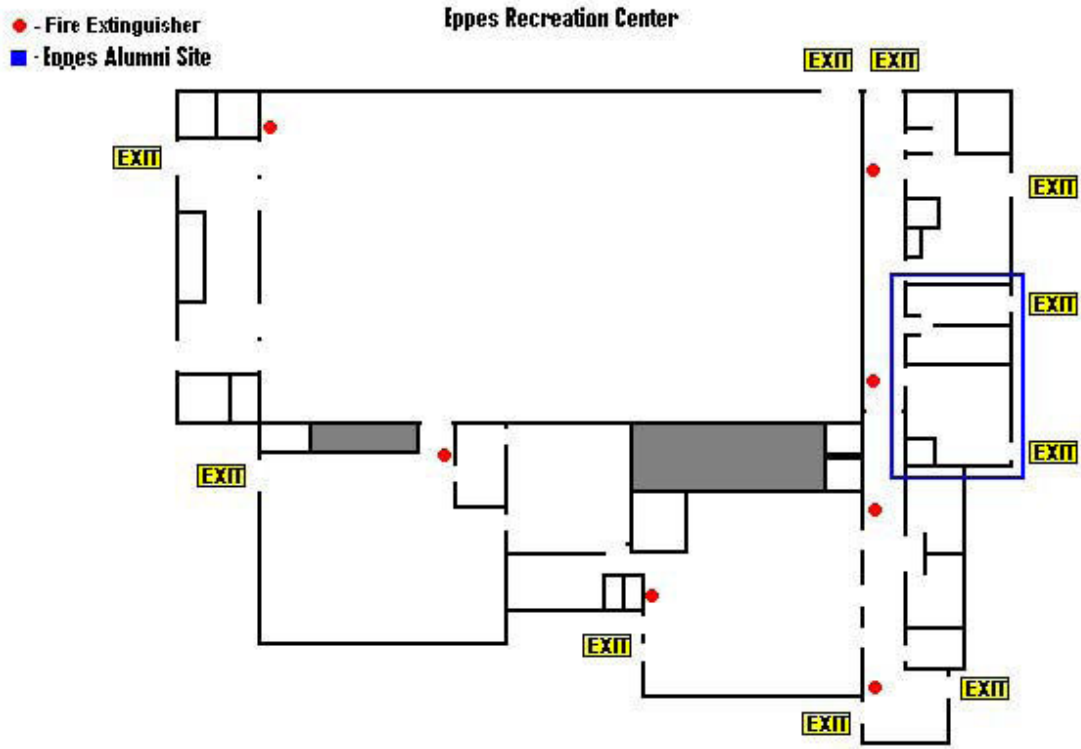
Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

My Commission expires: \_\_\_\_\_.



Exhibit A





# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Resolution declaring a police vehicle as surplus and authorizing its disposition to the Town of Bethel

**Explanation:** **Abstract:** This resolution is being proposed in order to assist the Bethel Police Department by providing a vehicle for exclusive use as a police patrol vehicle.

**Explanation:** Chief Troy Strickland with the Bethel Police Department requested assistance from the City of Greenville in acquiring a vehicle that could be utilized as a police patrol vehicle. The current fiscal condition for the Bethel Police Department does not allow for purchase of a vehicle, and they are in dire need of additional patrol vehicles. The approval of this resolution will provide significant relief to a local jurisdiction and would not create a hardship for the City of Greenville.

**Fiscal Note:** The impact of this resolution is minimal. A surplus vehicle on average would yield approximately \$1,500 at either public auction or live auction held by the Public Works Department.

**Recommendation:** Staff recommends approval of the resolution to sell this surplus vehicle and provide assistance to the Town of Bethel.

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Resolution Town of Bethel 2004 Crown Victoria 996951](#)

RESOLUTION NO. \_\_\_\_\_-15

RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS  
AND AUTHORIZING ITS DISPOSITION TO THE TOWN OF BETHEL

WHEREAS, the Greenville Police Department has determined that certain property is surplus to the needs of the City of Greenville;

WHEREAS, the Town of Bethel can put this property to use; and

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to the Town of Bethel for one dollar (\$1.00), said property being described as follows:

2004 Ford Crown Victoria  
VIN #: 2FAHP71W44X146201

This the 16<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

#996951



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Contract award to KlingStubbins, Inc. d.b.a. Jacobs for Architectural/Engineering Services for the Design/Construction of the Greenville Transportation Activity Center

**Explanation:** **Abstract:** This contract for architectural/engineering services with KlingStubbins, Inc. d.b.a. Jacobs is for property acquisition, facility and street design, and project management for construction of the Greenville Transportation Activity Center (GTAC). The facility will be located at the corner of Bonners Lane and Pitt Street Connector. The proposed fee for the architectural/engineering services for the project is \$879,965. This fee is funded through Federal and State grants that will pay 90% of the cost with the City of Greenville responsible for the remaining 10%. As a result of Federal funding, the City of Greenville's Local Preference Policy cannot be applied. Additionally, the contract amount exceeds the threshold for professional services. The facility construction is anticipated to begin in early 2016 with estimated completion by the end of 2016.

**Explanation:** In October 2014, the Public Works Department issued a Request for Qualifications (RFQ) for architectural/engineering services for the design and construction management for the GTAC. All proposals were due by November 17, 2014.

On November 17, 2014, the Public Works Department received eight (8) submittals from firms responding to the RFQ. Those firms are as follows:

- Perkins+ Will
- Oakley Collier Architects
- JKF Architecture
- Pond and Company
- MHA Works
- Architects for Life
- Moser Mayer Phoenix Associates

- KlingStubbins, Inc. d.b.a. Jacobs

The submittals were reviewed and scored by a project team, and three (3) firms were shortlisted for interviews. The interviews were held on January 15, 2015. On January 29, 2015, KlingStubbins, Inc. d.b.a. Jacobs was notified that the project team had selected their firm for the project. The project's contract is for providing architect/engineering services for the GTAC, and the total proposed fee is \$879,965. KlingStubbins, Inc. d.b.a. Jacobs team includes local firms ARK Consulting, Spruill & Associates, and Moore & Piner.

The GTAC is proposed to be completed by approximately December 2016. The facility will have a building for transit customers to wait that will include a seating area, ticket purchase counter, and restroom facilities. The facility will also have approximately 12 bus bays with shelters. Additionally, the Public Works Transit Division will have administrative offices at this facility, and it is proposed that the Police Department locate the Center City Unit in the facility.

The GTAC will serve as a connector for the Greenville Area Transit (GREAT), Pitt Area Transit (PATS), and ECU Transit systems. It will also be used as a pick-up/drop-off location for taxi services, Greyhound buses, and the Amtrak shuttle service. The purpose of this facility is to increase the efficiency of public transportation in Greenville by creating a "hub" where multiple forms of public transportation can be accessed.

Construction is funded through a Federal Transit Administration grant, and the design will be required to meet federal requirements under the grant program. The project has been determined to be categorically excluded. All environmental documentation (including historical and tribal requirements) has been completed and approved.

**Fiscal Note:**

This project's architectural/engineering services fee is funded through an 80% Federal Share, 10% State Share, and 10% City Share. The Federal Grant is for \$6,320,000 with an additional \$790,000 match required from the City and \$790,000 from the State of North Carolina. Additional funds, if required, will be identified as part of the design process. The maximum cost of the project to include design, construction, and other fees is \$7,900,000.

**Recommendation:**

Award the attached contract for architectural/engineering services for design and construction of the Greenville Transportation Activity Center to KlingStubbins, Inc. d.b.a. Jacobs in an amount of \$879,965.

**Attachments / click to download**

 [Contract with Jacobs for GTAC](#)

---

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

AGREEMENT  
BETWEEN OWNER AND ENGINEER/ARCHITECT  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**EJCDC** 

ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

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ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

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

THIS IS AN AGREEMENT effective as of March , 2015 ("Effective Date") between  
City of Greenville ("Owner") and  
KlingStubbins Inc. d.b.a. Jacobs Inc. ("Engineer/Architect").

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

Greenville Transportation Activity Center ("Project").

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

Architectural/Engineering Design, Appraisal and Property Acquisition Services, and Project Management for the Greenville Transportation Activity Center

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER/ARCHITECT**

1.01 *Scope*

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

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

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

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### *3.01 Commencement*

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

#### *3.02 Time for Completion*

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

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *4.01 Invoices*

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

#### *4.02 Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer/Architect and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer/Architect for services and expenses within 30 days after receipt of Engineer's/Architect's invoice, then:
1. amounts due Engineer/Architect will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer/Architect may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer/Architect for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer/Architect of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

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

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

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

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer/Architect under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer/Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's/Architect's services.

Engineer/Architect's warrants shall not apply to any defect which results from: ordinary wear and tear, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment specified by the Owner.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's/Architect's services. Engineer/Architect shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer/Architect may employ such Consultants as Engineer/Architect deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer/Architect and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer/Architect and Owner shall comply with applicable Laws and regulations.
  2. Prior to the Effective Date, Owner provided to Engineer/Architect in writing any and all policies and procedures of Owner applicable to Engineer's/Architect performance of services under this Agreement provided to Engineer/Architect in writing. Engineer/Architect shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's/Architect's scope of services, times of performance, or compensation.
- F. Engineer/Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer/Architect having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer/Architect cannot ascertain. Owner agrees not to

make resolution of any dispute with the Engineer/Architect or payment of any amount due to the Engineer/Architect in any way contingent upon the Engineer/Architect signing any such documents.

- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) ~~unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.~~
- H. Engineer/Architect shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer/Architect have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer/Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer/Architect shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer/Architect shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's/Architect's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer/Architect.
- L. While at the Site, Engineer's/Architect's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer/Architect has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

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

~~except for those services that are expressly required of Engineer/Architect in Exhibit A, Paragraph A1.05.~~

### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer/Architect shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer/Architect) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer/Architect or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer/Architect grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer/Architect of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer/Architect, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer/Architect; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer/Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer/Architect or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer/Architect and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by

Engineer/Architect; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer/Architect at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer/Architect at rates or in an amount to be agreed upon by Owner and Engineer/Architect.

#### 6.04 *Insurance*

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



6.05 *Suspension and Termination*

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer/Architect.
2. By Engineer/Architect: Engineer/Architect may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's/Architect's performance has been substantially delayed through no fault of Engineer/Architect.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

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

2. For convenience,

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

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

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer/Architect will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer/Architect for cause, Engineer/Architect shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's/Architect's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer/Architect are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer/Architect (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer/Architect) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer/Architect may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer/Architect to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer/Architect and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer/Architect agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement, or~~ exercising their rights under law. The parties agree that any litigation between the parties shall, unless agreed otherwise, be before a judge without a jury, and the parties hereby expressly acknowledge and agree that they are waiving their right to a trial by jury.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer/Architect in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer/Architect that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer/Architect, exist at the Site.
- C. If Engineer/Architect encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer/Architect reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's/Architect's scope of services does not include any services related to Constituents of Concern. If Engineer/Architect or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer/Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's/Architect's services under this Agreement, then the Engineer/Architect shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer/Architect is performing professional services for Owner and that Engineer/Architect is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

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

- E. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer/Architect waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer/Architect, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer/Architect in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer/Architect, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer/Architect in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer/Architect. Construction Cost does not include costs of services of Engineer/Architect or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer/Architect to furnish services with respect to this Project as Engineer's/Architect's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer/Architect to Owner pursuant to this Agreement.

12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer/Architect which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer/Architect* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer/Architect has entered into this Agreement and for which the Engineer's/Architect's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer/Architect as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer/Architect and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer/Architect in connection with the performing or furnishing of Basic and Additional Services for the Project.

- ~~24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.~~
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer/Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer/Architect or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result



of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's/Architect's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer/Architect for Services and Reimbursable Expenses, including Compensation Packets BC-1 and AS-1.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. Not Included.
- I. Exhibit I, Limitations of Liability. Not Included.
- J. Exhibit J, Special Provisions. (Federal Provisions)
- K. Exhibit K, Amendment to Owner-Engineer/Architect Agreement.
- L. Exhibit L, Proposal for Architectural/Engineering Design Services dated 25 February 2015

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

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer/Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer/Architect and Owner shall designate specific individuals to act as Engineer's/Architect's and Owner's representatives with respect to the services to be performed or furnished by Engineer/Architect and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive

information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's/Architect's Certifications:*

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

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

Owner: City of Greenville

Engineer/Architect: KlingStubbins Inc. d.b.a. Jacobs Inc.

By: Allen M. Thomas

By: Michael Lorenz

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Engineer/Architect License or  
Firm's Certificate No. \_\_\_\_\_  
State of: North Carolina

Address for giving notices:  
Public Works Department  
1500 Beatty Street / PO Box 7207  
Greenville, NC 27834

Address for giving notices:  
Jacobs  
333 Fayetteville Street Suite 1100  
Raleigh N.C. 27601

Designated Representative (Paragraph 8.03.A):  
Kevin Mulligan, P.E.

Designated Representative (Paragraph 8.03.A):  
Michael Stevenson

Title: Director of Public Works

Title: Design Principal

Phone Number: 252-329-4522

Phone Number: 919-334-3113

Facsimile Number: 252-329-3545

Facsimile Number: 919-334-3122

E-Mail Address: kmulligan@greenvillenc.gov

E-Mail Address: michael.stevenson@jacobs.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated March, 2015.

## **Engineer's Services**

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

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

### **PART 1 – BASIC SERVICES**

#### *A1.01 Study and Report Phase*

A. Engineer/Architect shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's/Architect's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer/Architect, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate three alternate solutions at 25% available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's/Architect's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") at 25% which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer/Architect recommends. The Engineer/Architect will explore the viability of achieving LEED certification per City policy, or, at a minimum, will recommend utilization of sustainable design practices. For each recommended solution Engineer/Architect will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer/Architect and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: to be determined in accordance with Exhibit A – Part 2.

7. Furnish 6 review copies of the Report, and any other deliverables to Owner within 30 calendar days of the Effective Date and review it with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer/Architect any comments regarding the Report and any other deliverables.
1. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 6 copies and a electronic pdf. of the revised Report and any other deliverables to the Owner within 10 calendar days of receipt of Owner's comments.
- B. Engineer's/Architect's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

*A1.02 Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer/Architect shall:
  1. Prepare Preliminary Design Phase (65%) documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
  5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
  6. Furnish 6 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer/Architect any comments regarding the Preliminary Design Phase documents and any other deliverables.
  7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies and an electronic pdf. of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 calendar days after receipt of Owner's comments.

- B. Engineer's/Architect's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner. The Engineer/Architect will not move forward until the environmental review is complete.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer/Architect shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor for review and comment. Provide six sets and electronic pdf. for review and final comments.
  2. After final review comments and edits are completed, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. The Engineer/Architect will provide 10 sets of site plans and building plans within the Base Fee and a electronic pdf.copy.
  4. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer/Architect.
  5. Perform or provide the following additional Final Design Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
  6. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 30 days of receipt, Owner shall submit to Engineer/Architect any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
  7. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's/Architect's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

- C. In the event that the Work designed or specified by Engineer/Architect is to be performed or furnished under more than one prime contract, or if Engineer's/Architect's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer/Architect shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's/Architect's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer/Architect upon which the Engineer's/Architect's compensation has been established under this Agreement is two (2). If more prime contracts are awarded, Engineer/Architect shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer/Architect shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents. Up to 10 sets of bidding documents shall be included in the Architect/Engineer's Base Fee.
  - 2. Prepare pre-bid minutes and issue addenda as appropriate to clarify, correct, or change the bidding documents.
  - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  - 5. If bidding documents require, the Engineer/Architect shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
  - 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
  - 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.

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

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer/Architect shall:
  1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer/Architect may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* ~~DELETED~~
  3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
  4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference and prepare minutes prior to commencement of Work at the Site.
  5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer/Architect, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
  7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
    - a. Make weekly visits to the Site to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer/Architect, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer/Architect in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's/Architect's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer/Architect will determine in general if the Work is proceeding in



accordance with the Contract Documents, and Engineer/Architect shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's/Architect's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer/Architect to better carry out the duties and responsibilities assigned to and undertaken by Engineer/Architect during the Construction Phase, and, in addition, by the exercise of Engineer's/Architect's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer/Architect shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer/Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer/Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Engineer's/Architect's observations, Engineer/Architect believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer/Architect may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety

precautions and programs incident thereto. Engineer/Architect shall meet any Contractor's submittal schedule that Engineer/Architect has accepted.

12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's/Architect's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer/Architect shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer/Architect in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer/Architect shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's/Architect's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer/Architect recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's/Architect's representation to Owner, based on such observations and review, that, to the best of Engineer's/Architect's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's/Architect's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's/Architect's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer/Architect shall not thereby be deemed to have represented that observations made by Engineer/Architect to check the quality or

quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer/Architect in this Agreement and the Contract Documents. Neither Engineer's/Architect's review of Contractor's Work for the purposes of recommending payments nor Engineer's/Architect's recommendation of any payment including final payment will impose on Engineer/Architect responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer/Architect to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ( Two (2) copies) The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
  17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer/Architect shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
  19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer/Architect may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer/Architect shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's/Architect's knowledge, information, and belief and based on the extent of the services provided by Engineer/Architect under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer/Architect for final payment to Contractors. If the Project

involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer/Architect shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

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

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

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer/Architect shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
  2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
  3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
  4. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

### **PART 2 – ADDITIONAL SERVICES**

#### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer/Architect shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such

- statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer/Architect or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's/Architect's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer/Architect.
  - ~~6. Providing renderings or models for Owner's use.~~
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  8. Furnishing services of Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  10. Services during out-of-town travel required of Engineer/Architect other than for visits to the Site or Owner's office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  - ~~12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.~~

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

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

- ~~A. Engineer/Architect shall advise Owner in advance that Engineer/Architect is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer/Architect need not request or obtain specific advance written authorization from Owner. Engineer/Architect shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated March, 2015.

## **Owner's Responsibilities**

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

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

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



- D. Give prompt written notice to Engineer/Architect whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's/Architect's services, or any defect or nonconformance in Engineer's/Architect's services, the Work, or in the performance of any Contractor.
- ~~E. Authorize Engineer/Architect to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~
- F. Arrange for safe access to and make all provisions for Engineer/Architect to enter upon public and private property as required for Engineer/Architect to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer/Architect (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer/Architect and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's/Architect's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer/Architect reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer/Architect of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer/Architect data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer/Architect may assist Owner in collating the various cost categories which comprise Total Project Costs.

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

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer/Architect for Professional Services dated March, 2015.

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

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

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

1. A Lump Sum amount of \$ 879,965 based on the ~~following estimated distribution of compensation~~; attached proposal dated February 13, 2015 from Jacobs Inc.

a. ~~Study and Report Phase~~ \_\_\_\_\_ \$

b. ~~Preliminary Design Phase~~ \_\_\_\_\_ \$

c. ~~Final Design Phase~~ \_\_\_\_\_ \$

d. ~~Bidding and Negotiating Phase~~ \_\_\_\_\_ \$

e. ~~Construction Phase~~ \_\_\_\_\_ \$

f. ~~Post-Construction Phase~~ \_\_\_\_\_ \$

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

3. The Lump Sum includes compensation for Engineer’s/Architect’s services and services of Engineer’s/Architect’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

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

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is

extended, the compensation amount for Engineer's/Architect's services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer/Architect for Additional Services, if any, as follows:

1. *General:* For services of Engineer's/Architect's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's/Architect's personnel times Standard Hourly Rates as listed on Appendix 2 of Section C for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's/Architect's Consultant's charges, if any.

~~2. *LEED Certification:* Should the Owner decide to pursue LEED certification, the following additional costs shall apply:~~

~~a. Required Pre-requisties \_\_\_\_\_ \$~~

~~b. Application Fees (USGBC): \_\_\_\_\_ \$~~

~~e. Increased Project Costs:~~

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer/Architect at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. ~~The amounts payable to Engineer/Architect for Reimbursable Expenses, if any, will be the Additional Services related internal expenses actually incurred or allocated by Engineer/Architect, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of \_\_\_\_\_.~~

4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of January) to reflect equitable changes in the compensation payable to Engineer.~~

*C. Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer/Architect is entitled to compensation for the charges of Engineer's/Architect's Consultants, those charges shall be the amounts billed by Engineer's/Architect's Consultants to Engineer/Architect times a factor of \_\_\_\_\_.
2. *Factors:* The external Reimbursable Expenses and Engineer's/Architect's Consultant's Factors include Engineer's/Architect's overhead and profit associated with Engineer's/Architect's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's/Architect's charges and upon Owner's timely request, Engineer/Architect shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated March, 2015.

**Reimbursable Expenses Schedule**

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Reimbursable expenses are set forth in this Appendix 1 to Exhibit C as follows:

|                                      |                     |
|--------------------------------------|---------------------|
| Fax                                  | \$ .25/page         |
| 8"x11" Copies                        | \$ .25/page         |
| Plots (Original Plan Sheets)         | \$ .12/per sq. ft.  |
| Prints (Reproducible Copies - Paper) | \$ .12 /per sq. ft. |
| Mileage (auto)                       | \$ .575/per mile    |
| <del>Meals and Lodging</del>         | <del>\$ _____</del> |
| <del>Misc Fees and Permits</del>     | <del>\$ _____</del> |
| <del>Postage and Shipping</del>      | <del>\$ _____</del> |

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated March, \_\_\_\_\_, 2015.

**Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

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

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

|                            |              |
|----------------------------|--------------|
| Principal Architect        | \$250/hour   |
| Sr. Designer               | \$105/hour   |
| Sr. Project Manager        | \$150/hour   |
| Construction Administrator | \$125/hour   |
| Production Staff           | \$60-80/hour |
| Administrative             | \$50/hour    |
| Professional Engineer      | \$160/hour   |



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

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER/ARCHITECT:

NOTICE DATE:

---

To:

\_\_\_\_\_  
Owner

And To:

\_\_\_\_\_  
Contractor

From:

\_\_\_\_\_  
Engineer/Architect

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

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

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

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

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated March, 2015.

### **Construction Cost Limit**

---

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

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

- A. Owner and Engineer/Architect hereby agree to a Construction Cost limit in the amount of \$ 7,900,000 which includes all costs associated with the project including contingency.
- ~~B. A bidding or negotiating contingency of three percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- D. Engineer/Architect will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer/Architect may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer/Architect. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer/Architect shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's/Architect cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer/Architect on account of such services. The providing of such services will be the limit of Engineer's/Architect's responsibility in this regard and, having done so, Engineer/Architect shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for

damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March, 2015.

**Insurance**

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

G6.04 *Insurance*

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

1. By Engineer:

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

2. ~~By Owner:~~

a. ~~Workers' Compensation:~~ \_\_\_\_\_ Statutory

b. ~~Employer's Liability~~ --

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

e. ~~General Liability~~ --

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

d. ~~Excess Umbrella Liability~~ \_\_\_\_\_

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

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

\_\_\_\_\_ Each Accident: \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

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

B. *Additional Insureds:*

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

- a. City of Greenville
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

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

This is **EXHIBIT J**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March, \_\_\_\_\_.

## **Federal Provisions**

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This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONSULTANT pursuant to the AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

### **1. Energy Conservation**

The CONSULTANT 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.

### **2. Clean Water**

The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **3. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **4. Access to Records**

The following access to records requirements apply to this Contract:

1. The CONSULTANT agrees to provide the CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits,



examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 CONSULTANT agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## **5. Federal Changes**

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

## **6. Clean Air**

- (1) The CONSULTANT 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. The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **7. No Obligation by the Federal Government.**

- (1) The CITY and CONSULTANT 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 CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **8. Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to the extent the Federal Government deems appropriate.

(2) The CONSULTANT 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

(3) The CONSULTANT 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.

## **9. Termination for Convenience or Default (Architect and Engineering)**

The provisions of this section are contained in ARTICLE 6 – GENERAL CONSIDERATIONS, section 6.05, B.

## **10. Opportunity to Cure**

The CITY in its sole discretion may, in the case of a termination for breach or default, allow the CONSULTANT 14 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONSULTANT fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 14 days after receipt by CONSULTANT of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONSULTANT. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONSULTANT and its sureties for said breach or default.

## **11. Waiver of Remedies for any Breach**

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

## 12. Suspension and Debarment

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

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

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

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

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

## 13. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(3) The CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **14. Disputes**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY's City Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the CONSULTANT and the CONSULTANT shall abide by the decision.

Unless otherwise directed by CITY, CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

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.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT 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 of North Carolina.

The 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 CITY, or CONSULTANT 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.

### **15. Disadvantaged Business Enterprises**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4 %. A separate contract goal has not been established for this procurement.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONSULTANT 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 CITY deems appropriate. Each subcontract the CONSULTANT signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The CONSULTANT will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The CONSULTANT 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 CONSULTANT's receipt of payment for that work from the CITY. In addition, the CONSULTANT may not hold retainage from its subcontractors.

The CONSULTANT must promptly notify the CITY, 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 CONSULTANT 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 CITY.

### **16. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause CITY to be in violation of the FTA terms and conditions.

### **17. Seismic Safety**

The CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONSULTANT also agrees to ensure that all work performed under this

Contract including work performed by a sub CONSULTANT is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **18. Accessibility**

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCBDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

4. *Background Data:*

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

5. *Description of Modifications:*

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

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

5. Agreement Summary (Reference only)

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

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

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

OWNER:

ENGINEER/ARCHITECT:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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



This is **EXHIBIT L**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March, 2015.

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**Global Buildings**  
333 Fayetteville Street, Suite 1100  
Raleigh, NC 27601 USA  
919.334.3111 Fax 919.334.3122

25 February 2015

Kenneth Jackson  
Public Works Operations Manager  
City of Greenville Public Works  
1500 Beatty Street  
Greenville, NC 27834

Subject: Greenville Transit Activity Center  
Proposal for Architectural/Engineering Design Services

Dear Kenneth,

Thank you very much for the opportunity to submit this proposal to The City of Greenville Public Works Department for architectural and engineering design services for the Greenville Transit Activity Center (GTAC). Based on our familiarity with the concept design developed to date and the Dickinson Avenue Corridor Study, we believe that this project has the potential to become a new landmark for Uptown Greenville and be a catalyst for redevelopment in the Dickinson Avenue area. We are delighted to be associated with a project of its stature.

The following proposal is based on our project understanding gained from your Request for Qualifications dated October 2014, our scoping meeting with you on February 4<sup>th</sup>, and the revised Project Scope and Criteria document dated February 4, 2015:

***Project Understanding***

Project Scope: The project is a new Transit Center located in the block bounded by S Pitt Street, Bonners Lane, and S Green Street in Uptown Greenville, NC. We understand that the City of Greenville has obtained a Federal Transportation Administration (FTA) grant for the project and that the total budget for the project, including property acquisition and design fees is \$7.9 million dollars.

The project is comprised of the following elements:

Building: A new two-story building of approximately 10,000 SF plus canopies for outdoor waiting at bus bays. The City desires an innovative architectural

Kenneth Jackson  
February 25<sup>th</sup>, 2015  
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solution that will create a positive image of transit and set a benchmark for the Dickinson Avenue revitalization.

- Program:** First floor: Public waiting area, public restroom, information and ticketing booth, bus driver accommodations, Police precinct offices, bike storage, locker room, utility closet, and IT equipment room.
- Second floor: City and Public Transit office space (four offices), one driver meeting/training room, one conference room, one file record/storage room and one utility closet.
- Site Work:** New site development for the transit center including a minimum of 12 bus bays, taxi waiting areas, kiss-n-ride accommodations, employee parking, and pedestrian safety measures.
- LEED:** Under City of Greenville ordinance the project is required to be designed to LEED Certified criteria and to be certified by the US Green Building Council (USGBC). If the building size exceeds 10,000 SF then it will be required to be designed to LEED Silver criteria.
- Off-site Work:** Roadway/paving upgrades to S Clark and S Pitt Streets north of Dickinson Avenue to Bonners Lane. Widening and improvements to Bonners Lane from S Clark Street to S Pitt Street. Turning radius adjustments to the Clark Street / Dickinson Avenue intersection, the Pitt Street / Dickinson Avenue intersection, the Pitt Street / Pitt-Greene Street connector intersection, and at the slip lane adjacent to the cross walk south of the Police station.
- Property Acquisition:** Property acquisition of ten parcels as indicated in Figure 3 of the RFQ document and relocation of four existing businesses.
- Property Appraisal:** Appraisals of ten properties to be acquired as indicated in Figure 3 of the RFQ document.
- Appraisal Review:** We understand that the North Carolina Department of Transportation (NCDOT) will conduct the Appraisal Review for the properties so it is not included in the scope of this proposal.

Kenneth Jackson  
February 25<sup>th</sup>, 2015  
Page 3

### ***Project Team***

We propose the following team to complete all phases of design and documentation for the project:

|                       |   |
|-----------------------|---|
| Jacobs:               | Architect/Engineer of Record. Architecture, project management, transit design, structural, mechanical, electrical, plumbing, fire protection, AV, CCTV and security systems engineering. |
| Ayers Saint Gross:    | Architectural and urban design.   |
| ARK Consulting:       | Civil engineering.  |
| Moore & Piner:        | Property Appraisals.  |
| O.R. Colan:           | Property Acquisition and Relocation.  |
| Coaly Design:         | Landscape Architecture.   |
| Spruill & Associates: | Surveying, recombination, and parcel exhibits.  |
| Terracon:             | Geotechnical investigation.   |

### ***Scope of Work and Deliverables***

1. *Concept/Schematic Design Phase (20%) Services:*
  - a. Kick-off meeting.
  - b. Weekly design team meetings.
  - c. Review and confirm project program with users.
  - d. Site analysis.
  - e. Evaluation of existing pavement sections on adjacent roadways; Clark Street, Pitt Street and the Pitt-Greene Street connector.
  - f. Local and State Code analysis.
  - g. Site Boundary and topographical survey.
  - h. Recombination surveying and mapping.
  - i. Geotechnical investigation.
  - j. Three Concept Design alternatives: Site plans, building plans, elevations and sketch renderings.

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- k. Preliminary site materials palette.
  - l. Schematic site plan, grading plan & utilities plan.
  - m. Schematic off-site roadway improvements plan.
  - n. Schematic structural system concept.
  - o. Schematic building MEP systems design.
  - p. Concept landscape and irrigation design.
  - q. Preliminary LEED analysis.
  - r. Schematic cost estimate.
  - s. Review project timeline and make recommendations for changes.
  - t. Basis of Design (BOD) report with preferred design: Six copies.
  - u. Public Open House to present three Concept Designs.
  - v. Presentations to City Management Staff and the Public Transportation and Parking Committee.
  - w. Presentation to City Council.
2. *Design Development Phase (65%) Services:*
- a. Bi-weekly team meetings.
  - b. Plans, sections, elevations, wall sections and details of preferred design.
  - c. Interior building layout. Furniture plans will be shown for layout only.
  - d. Reflected ceiling plans and lighting layouts.
  - e. Preliminary furniture selection and layout.
  - f. Structural design drawings.
  - g. MEP systems drawings.
  - h. Geotechnical investigation report.
  - i. Material selection and identification.
  - j. Landscape design, planting and irrigation plan.
  - k. Preliminary specifications.
  - l. Preliminary site demolition plan.
  - m. Preliminary site layout plan.
  - n. Preliminary site materials plan.
  - o. Preliminary site grading and drainage plan.
  - p. Preliminary storm water management plan.
  - q. Preliminary site utilities and site lighting plans.
  - r. Preliminary off-site roadway improvements plan.
  - s. Meet with Greenville Utilities to review utility service locations as required.
  - t. Updated LEED design documentation.

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- u. DD cost estimate.
  - v. Design Development documents: Six sets.
  - w. Presentations to City Management Staff and the Public Transportation and Parking Commission.
3. *Construction Document Phase (100%) Services:*
- a. Bi-weekly team meetings.
  - b. Final plans, RCP's, elevations, sections, wall sections and details.
  - c. Final structural drawings and details.
  - d. Final MEP system and lighting drawings and details.
  - e. Furniture plan and specifications.
  - f. Signage package.
  - g. Site demolition plan.
  - h. Site layout and dimensioning and materials plans.
  - i. Site grading and drainage plan.
  - j. Sediment and erosion control plan and narrative.
  - k. Storm water management plan and narrative.
  - l. Final off-site roadway improvements plan.
  - m. Site utilities and lighting plans.
  - n. Meet with Greenville Utilities to review utility service locations as required.
  - o. Meet with NC Department of Transportation to review roadway improvements as required.
  - p. Submit Site Plan Application to City of Greenville Planning Department for review and approval.
  - q. Submit Storm water Management Plan to City of Greenville Public Works Department Engineering Division.
  - r. Submit Sediment and Erosion Control Plan to NC Department of Environment and Natural Resources – Land Quality Section.
  - s. Site sections and details.
  - t. Final landscape design, planting plan and details.
  - u. Final LEED design documentation.
  - v. Site plan and Building permit packages.
  - w. Final specifications.
  - x. Final cost estimate.
  - y. 100% Construction Documents for review: Six sets.
  - z. Presentation to the Public Transportation, Parking Commission and City Council.

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4. Bidding & Award Phase Services:
  - a. 100% Construction Documents and Bid Package: Ten sets.
  - b. Assist in preparation of advertisement for bids.
  - c. Conduct pre-bid conference and prepare minutes.
  - d. Assist Owner in negotiations.
  - e. Receive & process bid deposits.
  - f. Prepare addenda as required.
  - g. Evaluate "OR Equals" or substitutions proposed by bidders.
  - h. Prepare bid tabulation and evaluation.
  
5. Construction Administration Phase Services:
  - a. Review and approve submittals.
  - b. Review and respond to RFIs.
  - c. Attend bi-weekly construction meetings.
  - d. Review contractor payment applications.
  - e. Weekly construction observation visits.
  - f. Review cost events and prepare change orders.
  - g. Review contractor LEED documentation.
  - h. Punch list preparation.
  - i. Prepare record drawings based on contractor as-built mark-ups in ACAD compatible 2-D electronic format.
  - j. Prepare Operation and Maintenance Manual: Two copies and electronic copy.
  
6. LEED Certification Services:
  - a. Develop and maintain LEED checklist for review during design process.
  - b. Register project with US Green Building Council (USGBC).
  - c. Perform required calculations and energy modeling.
  - d. Monitor LEED compliance with GC during construction. GC will be responsible for tracking construction related LEED credits.
  - e. Monitor LEED certification process and respond to USGBC comments.
  - f. Process the final certification.
  - g. Commissioning services are not included in this proposal.

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7. *Property Appraisal Services:*

- a. Appraisals conducted in conformance with the *Federal Uniform Assistance and Real Properties Acquisition Act of 1970*.
- b. Adherence to the *Uniform Standards of Professional Appraisal Practice*.
- c. Undertaking of the Appraisal Process:
  - I. Inspection of property and contact with property owner.
  - II. Preliminary analysis and data selection/collection.
  - III. Highest and best use analysis.
  - IV. Valuation of the property via the most applicable valuation method(s), i.e. *Cost Approach, Sales Comparison Approach or Income Approach*.
  - V. Preparation of report with defined value.
- d. Appraisal Review: We understand that this will be done by NCDOT and is not included in the scope of this proposal.

8. *Property Acquisition and Relocation Services:*

Acquisition of ten properties as indicated on Figure 3 of the RFQ document. Acquisitions are to be completed per FTA C510.1 and FTA 49CFR part 24:

- a. Title Search and Closings
  - I. Preliminary title and abstract
  - II. Update for closing and final opinion
  - III. Settlement Fee
- b. Acquisition Services for Ten Parcels
- c. Relocation Services for four Businesses
- d. Relocation Plan per FTA Guidelines
- e. Project Management and Reporting – DOT Coordination

9. *Surveying Services:*

*9.1. Boundary and Topographic Survey:*

Perform a boundary and topographic survey of the area within the project limits as delineated on Attachment II:

- a. Boundary and Topographic Surveying of the 3 acre +/- seventeen parcel project area including adjacent road rights of way.
- b. Establish site horizontal and vertical control based on NAD '83 & NAVD '88 datums respectively.



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- c. Deed research and property line/corner calculations for all 17 parcels.
- d. Install missing perimeter property corners.
- e. Location of existing utilities in the project area based upon above ground evidence, record drawing information obtained from utility owners and marked locations revealed by calling in a utility locate ticket to the NC One Call Center.
- f. Topographic surveying and mapping for Clark Street and Pitt Street extending southerly from the project Area to Dickinson Avenue.
- g. Topographic surveying and mapping for the north dead end area of Pitt Street and its tie-in with Pitt-Greene Connector.
- h. Topographic surveying and mapping of the area where the Pitt-Greene Connector and Greene Street converge running from Dickinson Avenue to about 250 LF northerly to the cross walk south of the police station.

*9.2. Street Closing Petition (If Bonner's Lane is incorporated into project site):*

Prepare and submit a street closing petition for a portion of Bonner's Lane to be included in the proposed project boundary:

- a. Preparation and submittal of a street closing map, legal description, and completed application.
- b. Coordination of utility easement abandonment / dedication for existing utilities located within the existing Bonner's Lane right of way.
- c. Installation of new right of way and/or easement corners, if required.
- d. Representation at one (1) Planning and Zoning Commission meeting.
- e. Representation at up to two (2) City Council meetings.

*9.3: Recombination Surveying and Mapping:*

Prepare and submit a recombination plat to combine 16 parcels and abandoned public right of way into one parcel as required by the City of Greenville Planning Department.

*9.4: Parcel Exhibit Maps:*

Perform surveying and mapping to create Parcel Exhibit Maps to be used in the acquisition of each of the 10 parcels within the proposed project site to be acquired by the City of Greenville. This task would include field surveying to install any missing corners of each of these lots and preparation of and 8 ½" x 14" exhibits for each parcel suitable for recording and meeting the Standards of Practice for Land Surveying in North Carolina.

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***Form of Contract***

We understand the City of Greenville wishes to use Engineers Joint Contract Documents Committee (EJCDC) E500 as the contract form, with modifications by the Greenville City Attorney.

***Design Schedule***

The schedule is based on the preliminary Project Schedule provided by the Owner, with suggested modifications by Jacobs to interim deliverable dates to maintain the overall schedule milestones:

|   |                                       |
|---|---------------------------------------|
| City Council Contract Approval:           | March 16, 2015                        |
| Project Start:                            | Week of March 16, 2015                |
| Schematic Design (20%) - 6 weeks          | March 17 – April 28, 2015             |
| Concept Presentations:                    | Week of April 27, 2015                |
| Schematic Design Review - 4 weeks:        | April 29 – May 26, 2015               |
| Design Development (65%) - 6 weeks:       | May 27 – July 7, 2015                 |
| DD presentations:                         | Week of July 6, 2015                  |
| Design Development Review – 3 weeks:      | July 8 – July 28, 2015                |
| Construction Documents (100%) – 10 weeks: | July 29 – October 6, 2015             |
| Construction Document Review – 3 weeks:   | October 7 – October 27, 2015          |
| Bid & Award – 6 weeks:                    | October 28 – December 7, 2015         |
| Construction Administration – 55 weeks:   | December 10, 2015 – December 31, 2016 |

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Construction completion:

December 31, 2016

#### *Exclusions*

1. Re-zoning.
2. Traffic studies or reports.
3. Environmental studies or reports.
4. Hazmat survey or removal.
5. Traffic signalization.
6. Time Transfer Bus Operations Analysis or other bus operation studies.
7. Branding and graphic design.
8. Existing furniture inventory or furniture procurement.
9. Artist or artwork selection or procurement.
10. Multiple permit and bid packages for phased construction.
11. Design of facilities for relocated businesses.
12. Special Inspections and Testing services.

#### *Other Assumptions*

1. The site is zoned for the proposed use and re-zoning is not required.
2. FTA design review and approval will not be required.
3. Adequate utility tie-ins for water, sanitary, and power are available in the adjacent streets.
4. Jacobs will lead the permitting reviews with the City of Greenville. It is understood that North Carolina Department of Insurance review is not required for this project.
5. Jacobs and the project team will document the project using Revit BIM software. Jacobs will use its master specification format for project specifications.
6. Jacobs will convert Revit files to an ACAD compatible 2-D format for the As-Built deliverable to the City of Greenville.
7. Telecommunications, data, and cable outlet locations only will be shown on the documents. Design of those systems is not included.

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***Lump Sum Fee Schedule***

Provided below is our Lump Sum fee schedule arranged by task. We have also provided a fee matrix that breaks down the fee by individual discipline and task:

**Base A/E Design Services**

|  |                  |
|--|------------------|
| Schematic Design (20%):                    | \$93,185         |
| Design Development (65%):                  | \$146,475        |
| Construction Documents (100%):             | \$218,765        |
| Bid & Award:                               | \$22,395         |
| Construction Administration:               | \$113,580        |
| <b>Subtotal: Base A/E Design Services:</b> | <b>\$594,400</b> |

**Special A/E Services**

|   |                         |
|---|-------------------------|
| AV/CCTV/Security Systems Engineering:                 | \$32,000                |
| LEED Certification Documentation:                     | \$30,500                |
| Cost Estimating:                                      | \$22,500                |
| <b>Subtotal Special A/E Services:</b>                 | <b>\$85,000</b>         |
| <b><i>Subtotal Base and Special A/E Services:</i></b> | <b><i>\$679,400</i></b> |

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**Additional Requested Services**

|  |                         |
|--|-------------------------|
| Property Appraisals:                                 | \$15,000                |
| Property Acquisition and Relocation:                 | \$77,000                |
| Boundary and Topographical Survey:                   | \$34,650                |
| Recombination Surveying and Mapping:                 | \$4,950                 |
| Parcel Exhibit Maps:                                 | \$8,800                 |
| Street Closing Petition (Bonners Lane, if required): | \$4,620                 |
| Geotechnical Investigation & Report:                 | \$6,545                 |
| <b>Subtotal Additional Requested Services:</b>       | <b>\$151,565</b>        |
| <b><i>Subtotal Professional Services:</i></b>        | <b><i>\$830,965</i></b> |

**Estimated Expenses**

|  |                         |
|--|-------------------------|
| Travel:                                | \$23,300                |
| Reproduction:                          | \$20,000                |
| Professional final renderings (three): | \$3,200                 |
| Mail/Fedex/Misc:                       | \$2,500                 |
| <b>Subtotal Expenses:</b>              | <b>\$49,000</b>         |
| <b><i>GRAND TOTAL:</i></b>             | <b><i>\$879,965</i></b> |

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***Reimbursable Expenses***

Expenses will be billed at actual cost. The total amount of reimbursable expenses will not exceed the \$49,000 allowance from page 12 without written authorization from the Owner. The following reimbursable expenses are included in this proposal:

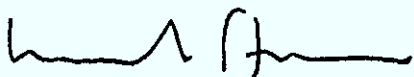
1. Three trips by Adam Glaser of ASG to Greenville.
2. Two trips by Allan Zreet of Jacobs to Greenville.
3. Travel for Jacobs staff from Raleigh to Greenville.
4. Travel for O.R. Colan staff from Charlotte to Greenville.
5. Printing for City Reviews, Permits, Bid and Construction as listed in Scope and Deliverables.
6. Three professional renderings of the final design.

The following reimbursable expenses are not included in this proposal:

1. Professional models (other than study models by Jacobs/ASG).
2. Marketing graphics, brochures, etc.
3. Additional project related out-of-town travel requested by the Owner (other than Jacobs staff travel between various Jacobs offices).
4. Professional photography.
5. Permitting fees with the City of Greenville or other agencies.

We are very happy to join your team for this important project for Greenville and look forward kicking off its design. Please call me if we can provide any further information to you.

Sincerely,



Michael Stevenson, FAIA

25 February 2015

c: Kevin Mulligan, COG Public Works Director  
Steven Mancuso, Greenville Area Transit  
Devin Thompson, COG Public Works  
Adam Glaser, Ayers Saint Gross  
John Stevermer, Jacobs  
Jeff Heiken, Jacobs



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Contract award for the Green Mill Run Greenway/Bikeway Phase 2 Extension and resolution requesting a concurrence in award from the North Carolina Department of Transportation

**Explanation:** **Abstract:** This item is to approve a contract with Burney and Burney Construction Co., Inc. for the construction of approximately 1.4 miles of multi-use trail along Green Mill Run Greenway in the amount of \$1,638,669.65.

**Explanation:** Bids were received for the Green Mill Run Greenway/Bikeway Phase 2 Extension on February 13, 2015. The bid tabulation is attached. Burney and Burney Construction Co., Inc. submitted the lowest responsive base bid in the amount of \$1,326,886.90.

This phase of greenway involves the construction of approximately 1.4 miles of 10' wide paved multi-use trail along Green Mill Run. The trail will begin at the western terminus of the first phase of Green Mill Run Greenway at Charles Boulevard, across Evans Street, and then along Arlington Boulevard to Evans Park. The construction contract includes all clearing, grading, paving, and completion of this phase.

**Fiscal Note:** In accordance with the municipal agreement with NCDOT for this project, the City shall be reimbursed eighty percent (80%) of the construction costs up to the maximum amount of \$1,622,312. An alternate bid was also submitted for the East Carolina University (ECU) trail head in which ECU will fund 20% of the local match. The proposed budget for this project is as follows:

**Expenditures**

|                    |                      |
|--------------------|----------------------|
| Project            | \$1,489,699.68       |
| Contingency        | <u>\$ 148,969.97</u> |
| Total Project Cost | \$1,638,669.65       |

Revenue

|               |                |
|---------------|----------------|
| Federal Grant | \$1,340,717.71 |
| City Match    | \$ 265,377.38  |
| ECU Match     | \$ 32,574.56   |
| Total Revenue | \$1,638,669.65 |

**Recommendation:** City Council award a construction contract for the Green Mill Greenway/Bikeway Phase 2 Extension Project to Burney and Burney Construction Co., Inc. in the amount of \$1,638,669.65 and approve the attached resolution requesting a Concurrence in Award from NCDOT.

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**Attachments / click to download**

- [Bid Tabulation for Green Mill Run Greenway/Bikeway Ph 2 Extension](#)
  - [Green Mill Run Greenway Ph 2 Ext Resolution 998959](#)
-



RESOLUTION NO. \_\_\_\_-15  
RESOLUTION REQUESTING A CONCURRENCE IN AWARD  
FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
FOR THE GREEN MILL RUN GREENWAY/BIKEWAY PHASE 2 EXTENSION

WHEREAS, the North Carolina Department of Transportation and the City of Greenville have entered into a municipal agreement to design and construct the Green Mill Run Greenway Phase 2 Extension Project, Project No. EB-4996; and,

WHEREAS, the City has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City has reviewed and identified Burney and Burney Construction Co., Inc., as the lowest responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of Project No. EB-4996 in Pitt County is hereby awarded to Burney and Burney Construction Co., Inc., and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Burney and Burney Construction Co., Inc., for the construction of said project in the amount of \$1,638,669.65 provided that a Concurrence in Award for the project is received from the North Carolina Department of Transportation.


ADOPTED this 16<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
ALLEN M. THOMAS, MAYOR

ATTEST: \_\_\_\_\_  
CAROL L. BARWICK, CITY CLERK

**GREEN MILL RUN GREENWAY PHASE 2  
1500 BEATTY STREET, GREENVILLE, NC 27834**

**BID OPENING – FRIDAY, FEBRUARY 13, 2015 AT 2:00 PM**

| CONTRACTOR  | Received Addendums | 5% BID BOND | DBE | NCA FORM | TOTAL BASE BID  | Alternate Bid for ECU Trail Head |
|---|--------------------|-------------|-----|----------|-----------------|----------------------------------|
| Burney and Burney Construction  | X                  | X           | X   | X        | \$ 1,326,886.90 | \$162,872.78                     |
| Sawyer Land Development   | X                  | X           | X   | X        | \$ 2,051,257.73 | \$189,635.19                     |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
|   |                    |             |     |          |                 |                                  |
| <br>_____<br>Tim Corley, PE<br>Civil Engineer<br><br>2/13/15<br>_____<br>Date |                    |             |     |          |                 |                                  |



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Report on bids and contracts awarded

**Explanation:** **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

**Explanation:** The Director of Financial Services reports that the following bids and contracts were awarded during the month of February, 2015.

| Date Awarded | Description  | Vendor<br>Purchase Order No.                   | Amount      | MWBE Vendor?<br>Yes/No | Does Local Preference Apply? |
|--------------|--|--|-------------|------------------------|------------------------------|
| 2/5/15       | Turn Out Gear for Fire/Rescue Dept.<br><br>Note: These items were purchased via the CCPA Cooperative Contract. | Municipal Emergency Services<br><br>PO #085848 | \$50,312.92 | No                     | No                           |

**Fiscal Note:** Funds to cover this purchase were included in the General Fund of the 2014-2015 Budget.

**Recommendation:** That the award information be reflected in the City Council minutes.

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# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #7 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048)

**Explanation:** **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget and the Town Creek Culvert Capital Project Fund.

**Explanation:** Attached for consideration at the March 16, 2015, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036) and amending the Town Creek Culvert Capital Project Fund (Ordinance #13-048). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

**A** To appropriate funds to be received from Uptown Greenville to partner with installing the Live United Courtyard. This courtyard will be located on a West 4th Street property. The agreement for this partnership was approved by City Council in January (\$30,000).

**B** To appropriate funds that have been received over the past few years for the Supplemental PEG Channel. The Public Information Office is prepared to use these funds to purchase new equipment for the Government Access Channel upgrades (\$134,372).

**C** To appropriate additional loan funds approved by the State to complete the Town Creek Culvert Capital Project (\$1,696,808).

**Fiscal Note:** The budget ordinance amendment affects the following funds: increases the General Fund by \$164,372; and increases the Town Creek Culvert Capital Project Fund by \$1,696,808.

| <u>Fund</u> | <u>Original /Amended</u> | <u>Proposed</u> | <u>Amended Budget</u> |
|-------------|--------------------------|-----------------|-----------------------|
|-------------|--------------------------|-----------------|-----------------------|

| <b>Name</b>        | <b>Budget</b> | <b>Amendment</b> | <b>3/16/2015</b> |
|--------------------|---------------|------------------|------------------|
| General            | \$ 83,816,656 | \$ 164,372       | \$ 83,981,028    |
| Town Creek Culvert | \$ 9,262,500  | \$ 1,696,808     | \$ 10,959,308    |

**Recommendation:** Approve budget ordinance amendment #7 to the 2014-2015 City of Greenville budget (Ordinance #14-036) and amendment to the Town Creek Culvert Capital Project (Ordinance #13-048)

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[Budget\\_Amendment\\_FY\\_2014\\_2015\\_985202](#)

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ORDINANCE NO. 15-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#7) Amending the 2014-2015 Budget (Ordinance #14-036)  
and amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048)

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

**Section I:** Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|   | ORIGINAL<br>2014-2015<br>BUDGET |   | #7<br>Amended<br>3/16/15 | Total<br>Amendments |      | Amended<br>2014-2015<br>Budget |
|---|---------------------------------|---|--------------------------|---------------------|------|--------------------------------|
| <b>ESTIMATED REVENUES</b>                     |                                 |   |                          |                     |      |                                |
| Property Tax                                  | \$ 32,943,768                   |   | \$ -                     |                     | \$ - | \$ 32,943,768                  |
| Sales Tax                                     | 15,236,081                      |   | -                        |                     | -    | 15,236,081                     |
| Video Prog. & Telecom. Service Tax            | 904,000                         |   | -                        |                     | -    | 904,000                        |
| Rental Vehicle Gross Receipts                 | 124,440                         |   | -                        |                     | -    | 124,440                        |
| Utilities Franchise Tax                       | 5,763,988                       |   | -                        |                     | -    | 5,763,988                      |
| Motor Vehicle Tax                             | 1,065,237                       |   | -                        |                     | -    | 1,065,237                      |
| Other Unrestricted Intergov't Revenue         | 777,245                         |   | -                        |                     | -    | 777,245                        |
| Powell Bill                                   | 2,215,848                       |   | -                        |                     | -    | 2,215,848                      |
| Restricted Intergov't Revenues                | 1,649,591                       | A | 30,000                   | 229,686             |      | 1,879,277                      |
| Privilege License                             | 535,495                         |   | -                        |                     | -    | 535,495                        |
| Other Licenses, Permits and Fees              | 4,227,195                       |   | -                        | 1,454               |      | 4,228,649                      |
| Rescue Service Transport                      | 3,055,250                       |   | -                        |                     | -    | 3,055,250                      |
| Parking Violation Penalties, Leases, & Meters | 430,650                         |   | -                        |                     | -    | 430,650                        |
| Other Sales & Services                        | 372,577                         |   | -                        | 5,000               |      | 377,577                        |
| Other Revenues                                | 248,106                         |   | -                        |                     | -    | 248,106                        |
| Interest on Investments                       | 551,012                         |   | -                        |                     | -    | 551,012                        |
| Transfers In GUC                              | 6,485,183                       |   | -                        |                     | -    | 6,485,183                      |
| Appropriated Fund Balance                     | 4,233,202                       | B | 134,372                  | 2,926,020           |      | 7,159,222                      |
| <b>TOTAL REVENUES</b>                         | <b>\$ 80,818,868</b>            |   | <b>\$ 164,372</b>        | <b>\$ 3,162,160</b> |      | <b>\$ 83,981,028</b>           |

|                                |                      |   |                   |                     |      |                      |
|--------------------------------|----------------------|---|-------------------|---------------------|------|----------------------|
| <b>APPROPRIATIONS</b>          |                      |   |                   |                     |      |                      |
| Mayor/City Council             | \$ 319,836           |   | \$ -              |                     | \$ - | \$ 319,836           |
| City Manager                   | 1,218,689            | B | 134,372           | 139,372             |      | 1,358,061            |
| City Clerk                     | 256,358              |   | -                 |                     | -    | 256,358              |
| City Attorney                  | 455,458              |   | -                 |                     | -    | 455,458              |
| Human Resources                | 2,914,679            |   | -                 | 5,545               |      | 2,920,224            |
| Information Technology         | 3,233,383            |   | -                 |                     | -    | 3,233,383            |
| Fire/Rescue                    | 13,658,352           |   | -                 | 41,865              |      | 13,700,217           |
| Financial Services             | 2,585,265            |   | -                 | 1,118               |      | 2,586,383            |
| Recreation & Parks             | 7,722,995            |   | -                 | 119,237             |      | 7,842,232            |
| Police                         | 23,849,424           |   | -                 | 124,229             |      | 23,973,653           |
| Public Works                   | 9,190,127            |   | -                 | 70,733              |      | 9,260,860            |
| Community Development          | 2,654,725            |   | -                 | 2,542               |      | 2,657,267            |
| OPEB                           | 400,000              |   | -                 |                     | -    | 400,000              |
| Contingency                    | 155,869              |   | -                 | (7,747)             |      | 148,122              |
| Indirect Cost Reimbursement    | (1,268,214)          |   | -                 |                     | -    | (1,268,214)          |
| Capital Improvements           | 4,873,454            | A | 30,000            | 57,959              |      | 4,931,413            |
| Total Appropriations           | <b>\$ 72,220,400</b> |   | <b>\$ 164,372</b> | <b>\$ 554,853</b>   |      | <b>\$ 72,775,253</b> |
| <b>OTHER FINANCING SOURCES</b> |                      |   |                   |                     |      |                      |
| Transfers to Other Funds       | \$ 8,598,468         |   | \$ -              | \$ 2,607,307        |      | \$ 11,205,775        |
|                                | <b>\$ 8,598,468</b>  |   | <b>\$ -</b>       | <b>\$ 2,607,307</b> |      | <b>\$ 11,205,775</b> |
| <b>TOTAL APPROPRIATIONS</b>    | <b>\$ 80,818,868</b> |   | <b>\$ 164,372</b> | <b>\$ 3,162,160</b> |      | <b>\$ 83,981,028</b> |

**Section II:** Estimated Revenues and Appropriations. **Town Creek Culvert Capital Project Fund**, of Ordinance 13-048, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                                       | ORIGINAL<br>BUDGET  |   | Amended<br>3/16/15  | Total<br>Amendments |      | Amended<br>Budget    |
|---------------------------------------|---------------------|---|---------------------|---------------------|------|----------------------|
| <b>ESTIMATED REVENUES</b>             |                     |   |                     |                     |      |                      |
| Transfer from Stormwater Utility Fund | \$ 1,000,000        |   | \$ -                |                     | \$ - | \$ 1,000,000         |
| Loan Proceeds                         | 8,262,500           | C | 1,696,808           | 1,696,808           |      | 9,959,308            |
| <b>TOTAL REVENUES</b>                 | <b>\$ 9,262,500</b> |   | <b>\$ 1,696,808</b> | <b>\$ 1,696,808</b> |      | <b>\$ 10,959,308</b> |
| <b>APPROPRIATIONS</b>                 |                     |   |                     |                     |      |                      |
| Capital Improvements                  | \$ 9,262,500        | C | 1,696,808           | \$ 1,696,808        |      | \$ 10,959,308        |
| Total Expenditures                    | \$ 9,262,500        |   | \$ 1,696,808        | \$ 1,696,808        |      | \$ 10,959,308        |
| <b>TOTAL APPROPRIATIONS</b>           | <b>\$ 9,262,500</b> |   | <b>\$ 1,696,808</b> | <b>\$ 1,696,808</b> |      | <b>\$ 10,959,308</b> |

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

Adopted this 16th day of March, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk





# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

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

a. Affordable Housing Loan Committee

**Explanation:** The Affordable Housing Loan Committee is scheduled to make its annual presentation to City Council at the March 16, 2015, meeting.

**Fiscal Note:** N/A

**Recommendation:** Hear the presentation from the Affordable Housing Loan Committee.

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# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Confirmation of Preferred Date for a Potential Referendum on a Proposed Charter Amendment Changing the Length of Terms of City Council

**Explanation:** **Abstract:** City Council is considering the possibility of changing the length of the terms of Greenville City Council Members from two (2) years to four (4) years, with the terms being staggered. Although Council has not finally decided to proceed with the process required for the change, Council has indicated that it would want this change to occur only if approved by a vote of the people. Confirmation of the date preferred for the referendum is sought. This is requested since it impacts the date when consideration by Council of taking the first step to initiate the process is to occur.

**Explanation:** At its annual Planning Session, City Council received information concerning the process and potential advantages and disadvantages of pursuing a charter amendment to extend the length of City Council terms. City Council, by consensus, determined to further consider pursuing the charter amendment with the following:

- 1) No change would be implemented before the 2015 election.
- 2) The amendment would be to change the length of terms of Council Members from two (2) years to four (4) years, with the terms being staggered, and possibly to also change the Mayor's term to a 4-year term.
- 3) The amendment would be accomplished by the option of amendment by ordinance effective if only approved by a vote of the people.
- 4) The referendum on this issue would be either on the date of the municipal general election on November 3, 2015, or the date of the primary election on May 3, 2016. Discussion occurred about scheduling the referendum on this issue on May 3, 2016, in order to have it on a different date than the bond referendum.
- 5) Community forums to receive input from citizens on the proposal to change the length of the City Council terms should be held.

There is a need to confirm the preferred date for a potential referendum on changing the length of the terms. This is necessary since it impacts the date when the statutory process for a change is to commence. If the November, 2015, municipal election date is chosen for the referendum, then action by Council to adopt a resolution of intent to consider a charter amendment and to set a public hearing must occur at either the April or May meeting with the Ordinance implementing the charter amendment and setting the referendum date occurring at either the June 22 or August 10 meeting. If the May, 2016, primary date is chosen for the referendum, then action by this City Council to adopt a resolution of intent to consider a charter amendment and set a public hearing can occur either (1) at the August 10, 2015, meeting (with the Ordinance implementing the charter amendment and setting the referendum date scheduled to occur at the October 8, 2015, meeting) or (2) at the September 10, 2015, meeting (with the Ordinance implementing the charter amendment and setting the referendum date scheduled to occur at the November 9, 2015, meeting).

\* \* \*

Public forums on a proposed charter amendment changing the length of the terms of City Council have been scheduled for Tuesday, March 31, 2015, at 6 p.m. in the Council Chambers of City Hall and Thursday, April 2, 2015, at 6 p.m. in the Chapel at the Lucille W. Gorham Intergenerational Center. The Neighborhood Advisory Board has agreed to host the forum at City Hall, thereby assisting in its promotion. Additionally, a presentation on the proposal will be made at the Chamber of Commerce Power Luncheon on Tuesday, March 17, 2015, at noon at the Hilton and at the monthly meeting of the Interfaith Clergy Standing for Our Community on Thursday, March 26, 2015, at noon at the Sheppard Memorial Library.

**Fiscal Note:**

It is estimated that the additional expense for having the referendum at the November 3, 2015, municipal election is \$100 and the additional expense for having the referendum at the May 3, 2016, primary election is between \$3,200 and \$4,000.

**Recommendation:**

It is requested that City Council confirm the preferred referendum date as either the November 3, 2015, municipal election date or the May 3, 2016, primary election date on the Charter amendment changing the length of the terms of the Greenville City Council. This action does not mean that Council will commence the process for the change but establishes benchmarks for the scheduling of consideration by Council of the required actions.

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# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** TIGER Grant Application: Urban Multimodal Transportation Network

**Explanation:** **Abstract:** City staff is developing a 2015 USDOT TIGER grant application. With City Council approval, the grant application will be submitted for the 2015 application cycle, which is expected to have an April 2015 due date. The application proposal includes multimodal transportation investments that build on, and bolster, the City's ongoing urban infrastructure investments, supporting even more robust urban revitalization, economic development, job creation, and tax base growth.

**Explanation:** Under the Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program, the U.S. Department of Transportation provides funding for transportation and transit projects that are multi-modal, multi-jurisdictional, or otherwise challenging to fund through existing programs. TIGER investments aim to make communities more livable and sustainable. Cities can use TIGER funds to supplement "traditional" transportation funding from state DOTs, especially for projects that emphasize non-automotive modes. The availability of smaller TIGER grants make it a good fit for transit improvements and bike and pedestrian projects, which cannot access other federal pots of money so easily.

TIGER emphasizes "partnerships for sustainability" and includes EPA and HUD input. This highly competitive program also emphasizes "Livability Principles" and projects that support "Ladders of Opportunity." Project selection criteria go beyond transportation and include economic development and opportunity, environmental, and quality of life benefits.

The TIGER program expects localities to provide matching funds, which can come from various non-federal sources. A minimum of a 20% non-federal match was required last year for urban areas, but recent experience points out that grant proposals approximating a 50% local match are likely to be more competitive. The TIGER program allows localities some flexibility in designating previously committed (ongoing) transportation investments (e.g. 10<sup>th</sup>

Street Connector, Town Creek Culvert) as local matching contributions toward a 2015 TIGER grant proposal; however, it is doubtful that grant reviewers would look favorably on a proposal that failed to introduce any new contribution going forward.

With these considerations in mind, the City's overall approach in preparing a competitive TIGER grant application to support the Urban Multimodal Transportation Network would attempt to meet and/or exceed the above outlined program criteria and expectations. The application would propose to augment, and further capitalize on, ongoing local/regional/state major infrastructure investments (e.g. 10<sup>th</sup> Street Connector, Town Creek Culvert, GTAC, West 5<sup>th</sup> Street Streetscape, greenways), by proposing additional greenway extensions, streetscape improvements, and new or improved roadways that will support major mixed-use redevelopment. The attached exhibit depicts both improvements that are planned or underway as well as those that might be funded through a TIGER grant.

Greenville's integrated multimodal network will conveniently connect the city's existing three major economic nodes in the urban core – the Medical District, Uptown, and ECU main campus – with the burgeoning Dickinson Avenue Arts and Innovation District, which will become the city's fourth major employment node.

The City and its partners are already making vital transportation and economic development investments in this area; the TIGER grant presents an opportunity to further enhance that multimodal network while facilitating more robust private real estate redevelopment, job creation, and tax base enhancement in the urban core.

Another core benefit to the city's multimodal network, which would be augmented by TIGER grant funds, is that it will improve transit, pedestrian, and bike connections between low-income residents and the city's major nodes of employment, education and training resources, and services. It is anticipated that, as Greenville positions itself to attract new and expanded activities in its target business sectors, many of the jobs created in those sectors and in other complementary sectors ("spin off" employment) will provide "ladders of opportunity" for workers at various education and skill levels.

Greenville's application is likely to be more competitive if the City pledges to raise additional funding for the above project elements, via leveraging bond projects, to supplement its previous commitments. The additional commitments would bring the City very close to a 50% match and would make the proposal look more balanced.

**Fiscal Note:**

Potential commitment of bond funds to include \$2.0 million in streetscape improvements for construction of the second phase of West Greenville streetscape and as much as \$1.24 million in bicycle, pedestrian and greenway

extensions for West Greenville and the Medical District.

**Recommendation:**


(1) Authorize City staff to draft a 2015 TIGER grant application proposal, which would be presented to City Council in April of 2015, prior to submission

(2) Include \$2.0 million in West Greenville streetscape improvements and as much as \$1.24 million in bicycle, pedestrian and greenway extensions as part of the bond finance program.

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 [Tiger Grant Map](#)

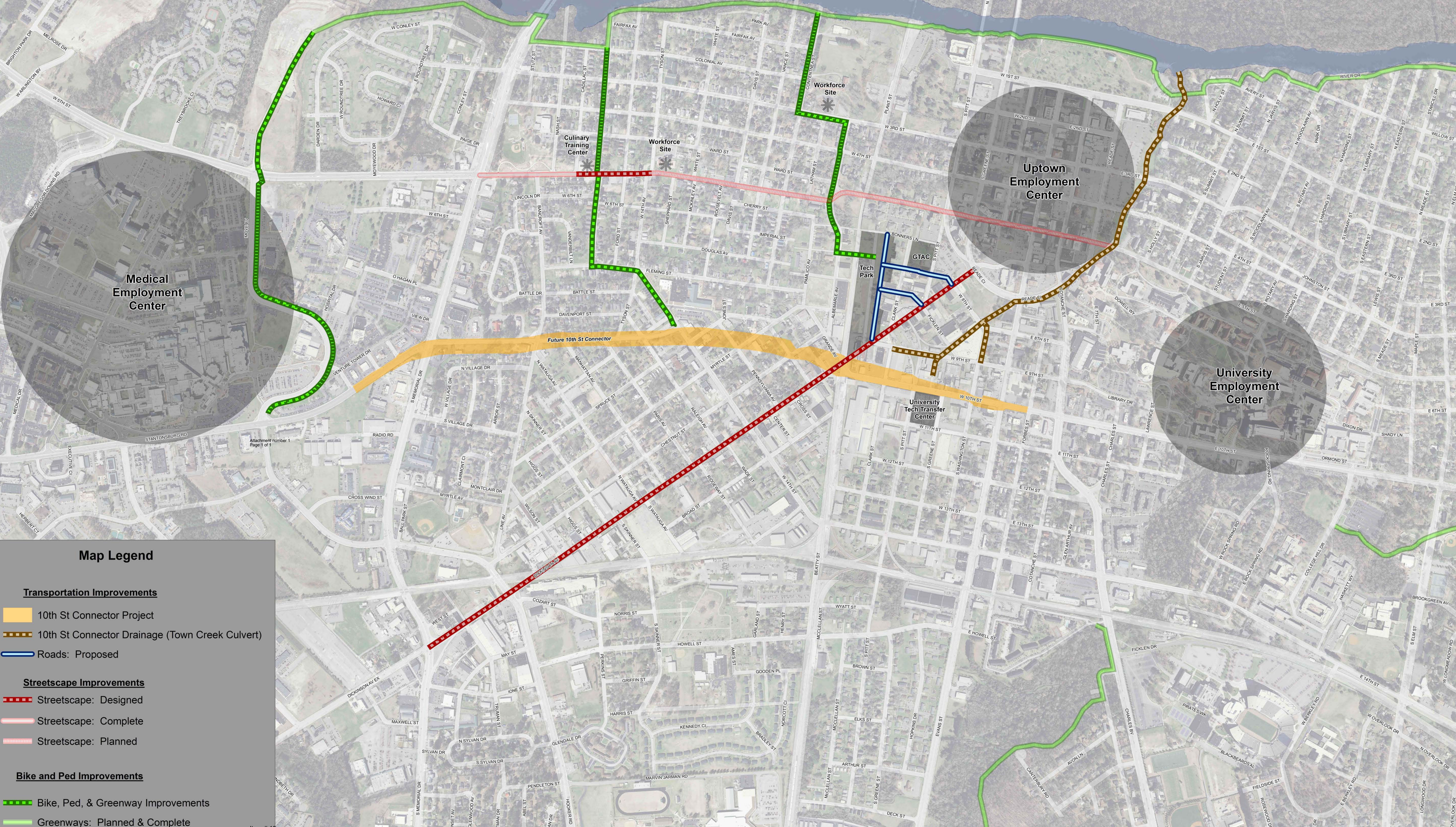
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# Greenville, NC TIGER Grant

Enhanced Mobility → Economic Vitality



0 1,000 Feet



### Map Legend

**Transportation Improvements**

- 10th St Connector Project
- 10th St Connector Drainage (Town Creek Culvert)
- Roads: Proposed

**Streetscape Improvements**

- Streetscape: Designed
- Streetscape: Complete
- Streetscape: Planned

**Bike and Ped Improvements**

- Bike, Ped, & Greenway Improvements
- Greenways: Planned & Complete

Attachment number 1  
Page 1 of 1  
Item # 13



# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Year-to-date Financial Update as of February 28, 2015

**Explanation:** **Abstract:** Staff will present a financial update for the City of Greenville as of February 28, 2015.

**Explanation:** City staff will present a financial update to the City Council as of February 28, 2015. This update will include year-to-date results and year-end projection amounts for the fiscal year 2014-2015 for some of the major operational funds of the City. The funds that will be discussed are:

- General
- Transit
- Sanitation
- Stormwater
- Health

As of February 28, 2015, all funds are expected to remain within their respective budget authorizations. To ensure that there will be no budget violations as of June 30, 2015, staff will continue to monitor all month-end results. The final phase of this financial update will be a narrative that will document the explanations for any significant variances as of February 28th. This will be finalized and provided on March 16th.

**Fiscal Note:** Detailed information is contained in this financial update. Below are the net results of operations for the General Fund as of February 28, 2015.

|                 | <u>2/28/2015</u><br><u>YTD</u> | <u>2/28/2014</u><br><u>YTD</u> | <u>%</u><br><u>Change</u> |
|-----------------|--------------------------------|--------------------------------|---------------------------|
| <b>Revenues</b> | \$ 56,252,889                  | \$ 54,048,216                  | 4%                        |
| <b>Expenses</b> | 49,330,966                     | 46,828,241                     | 5%                        |



|            |              |              |
|------------|--------------|--------------|
| <b>Net</b> | \$ 6,921,923 | \$ 7,219,975 |
|------------|--------------|--------------|

**Recommendation:** Accept the financial update as of February 28, 2015.

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# City of Greenville, North Carolina

Meeting Date: 3/16/2015  
Time: 6:00 PM

**Title of Item:** Approval of changes to the FY 2015 Vehicle Replacement List and budget ordinance amendment #8 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

**Explanation:** **Abstract:** This request is to adjust the Vehicle Replacement Fund due to unexpected mechanical problems and cost increases for City vehicles and equipment. The total estimated impact for these vehicles and equipment is \$677,325.88 to be transferred from the fund balance of the Vehicle Replacement Fund.

**Explanation:** Staff is requesting approval to modify the vehicle replacement list for FY 2015 due to unexpected mechanical problems and unexpected cost increases.

For FY 2015, staff is requesting the following adjustments:

### Replacement FY 2015

| Unit      | Vehicle                          | Proposed Replacement Vehicle | Cost of New Vehicle |
|-----------|----------------------------------|------------------------------|---------------------|
| 6404      | 2005 Chevrolet C150 Pickup Truck | Ford Escape Eco Boost AWD    | \$28,500.00         |
| 200032004 | Ford Taurus                      | Ford Escape Eco Boost AWD    | \$28,500.00         |
| 6856      | 2009 72" Mower                   | Exmark Laser Z               | \$15,500.00         |

### Units needed due to higher maintenance cost

|      |                                |                    |              |
|------|--------------------------------|--------------------|--------------|
| 5107 | 2002 GMC TC7H042 Knuckle Boom  | Knuckle Boom Truck | \$160,000.00 |
| 5794 | 2004 Freightliner Knuckle Boom | Knuckle Boom Truck | \$160,000.00 |
| 8177 | 2009 BMW Motorcycle            | BMW Motorcycle     | \$30,000.00  |

|      |                      |                     |              |
|------|----------------------|---------------------|--------------|
| 8178 | 2009 BMW Motorcycle  | BMW Motorcycle      | \$30,000.00  |
| 5928 | 2004 GMC Rear Loader | Autocar Side Loader | \$280,000.00 |

**Total Loss Vehicle**

|      |   |                                 |              |
|------|---|---------------------------------|--------------|
| 7099 | 2011 Ford Escape (Insurance \$11,000)     | Ford Escape Eco Boost AWD       | \$28,500.00  |
| 8189 | 2014 Ford Interceptor (Waiting Insurance) | Ford Interceptor Police Package | \$37,500.00  |
|      |   | Total                           | \$798,500.00 |
|      |   | Remaining FY15 Budget           | \$121,174.00 |
|      |   | Required Amendment amount       | \$677,326.00 |

**Unit 8177 and 8178**– These are both 2009 BMW Police motorcycles. Both units have experienced engine problems. Maintenance costs have also increased due to engine wear. It is recommended that both units be replaced. These units will cost \$30,000 each.

**Unit 8189**– 2014 Ford Interceptor from the Police Department was involved in an accident on February 23, 2015. The City is currently working with the other party’s insurance company on a negotiated settlement. The timeframe for these type of settlements has typically been several months. A replacement Ford Interceptor will cost \$37,500.

**Unit 5928**

– GMC 2004 Rear Loader assigned to Public Works will be replaced with an automated side loader to continue the implementation of the 5-year plan for more efficient solid waste collection services.

**Unit 20003**– 2004 Ford Taurus assigned to Public Works/Storm Water has exceeded vehicle life expectancy by three years. It is recommended to replace unit 20003 with a Ford Escape AWD. This will provide the ability to conduct work off road and during inclement weather.

**Unit 6856**– 2009 72” mower assigned to Public Works is currently scheduled to be replaced in FY 2016, but due to increased maintenance costs, it is recommended to purchase this prior to the 2015 spring/summer seasons. Replacing this vehicle now will minimize downtime for this unit when it is most needed. The lawn mower will be replaced with an Exmark Laser Z.

**Unit 5107 and Unit 5794**– Both of these Knuckle Boom units were scheduled to be replaced in FY 2014; however, the units were moved to FY 2017 as a result of the Public Works Department’s 5-year plan for more efficient solid waste collection services.

- Unit 5107 - 2002 GMC TC7H042 Knuckle Boom Truck - Truck is currently experiencing increased oil consumption due to worn piston rings. The repairs necessary to address this problem will involve removing the

engine and cost about \$30,000.

- Unit 5794 – 2004 Freightliner Knuckle boom Truck - Boom has deteriorated bushings and sleeves. The repairs to the boom will cost \$15,500 (parts and labor).

The request is to proceed with replacement of these Knuckle Boom trucks during FY 2015 to prevent these significant expenditures, down time for Public Works crews, and to limit major repairs in the future associated with a vehicle that has exceeded its life expectancy. The units will cost approximately \$160,000 each.

**Unit 7099**– 2011 Ford Escape assigned to the Inspection Division of Community Development was involved in an accident and deemed to be a total loss. The other party's insurance company paid the City \$11,000, but it will cost \$28,500 to replace.

**Unit 6404**–2005 Chevrolet C1500 pickup truck is a low-mileage vehicle scheduled for replacement. Recreation and Parks Unit 1348, a 1999 Chevrolet S10, is currently not in the Vehicle Replacement Fund but is in poor condition and experiencing engine problems. Unit 6404 will be re-assigned to Parks Maintenance for use at the Bradford Creek Golf Course, will become an off-fleet vehicle, and will be replaced with a Ford Escape AWD. Unit 1348 will be set aside for surplus.

**Fiscal Note:**

The FY 2015 remaining budget is \$121,174. The total cost for these vehicles is approximately \$798,500. It is requested that \$677,326 be taken from the fund balance of the Vehicle Replacement Fund in order to purchase the listed vehicles requested.

**Recommendation:**

City Council approve the amendments to the Vehicle Replacement Fund in the amount of \$677,326 and approve budget ordinance amendment #8 to the 2014-2015 City of Greenville budget (Ordinance #14-036)

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[VR\\_Fund\\_Budget\\_Amendment\\_999614](#)

ORDINANCE NO. 15-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#8) Amending the 2014-2015 Budget (Ordinance #14-036)

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

**Section I:** Estimated Revenues and Appropriations. **Vehicle Replacement Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                             | Amended<br>BUDGET   | Amended<br>3/16/15 | Total<br>Amendments | Amended<br>2014-2015<br>Budget |
|-----------------------------|---------------------|--------------------|---------------------|--------------------------------|
| <b>ESTIMATED REVENUES</b>   |                     |                    |                     |                                |
| Rental Income               | \$ 2,687,394        | \$ -               | \$ -                | 2,687,394                      |
| Appropriated Fund Balance   | 993,247             | 677,326            | 677,326             | 1,670,573                      |
| <b>TOTAL REVENUES</b>       | <b>\$ 3,680,641</b> | <b>\$ 677,326</b>  | <b>\$ 677,326</b>   | <b>\$ 4,357,967</b>            |
| <b>APPROPRIATIONS</b>       |                     |                    |                     |                                |
| Vehicle Replacement         | \$ 3,680,641        | \$ 677,326         | \$ 677,326          | 4,357,967                      |
| Total Expenditures          | \$ 3,680,641        | \$ 677,326         | \$ 677,326          | 4,357,967                      |
| <b>TOTAL APPROPRIATIONS</b> | <b>\$ 3,680,641</b> | <b>\$ 677,326</b>  | <b>\$ 677,326</b>   | <b>\$ 4,357,967</b>            |

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

Adopted this 16th day of March, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk