



Agenda

Greenville City Council

December 5, 2022

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

- I. Call Meeting To Order**
- II. Invocation - Mayor Connelly**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

VII. Consent Agenda

- 1. Resolution authorizing the filing of an application to the U.S. Department of Homeland

Security for the FY2023 FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Drainage Improvements and Stream Restoration at East Firetower Road

2. Contract Award for Design of the Public Works Storm Water Pipe Improvements Project
3. Ordinance to Amend the Manual of Fees to Update Fees as related to Parking Fees and Parking Penalties
4. Updates to the City's Financial Policy
5. Various tax refunds greater than \$100

VIII. New Business

6. Annual Board & Commission Presentations - Historic Preservation Commission
7. Results of the Financial Audit for Fiscal Year Ended June 30, 2022 Including Review of FY 2022-23 Available Fund Balance
8. Award a Construction Contract to TA Loving Company for Bid Package A of the Wildwood Park Bridges and Boardwalks
9. Ordinance to Amend Part II, Title 10, Chapter 2 of the City of Greenville Code of Ordinances and Resolution Authorizing the City Manager and/or the City Manager's Designee to Execute Leases of One Year or Less
10. Discussion on Changes to 500' Rule for Bars and Nightclubs

IX. Review of December 8, 2022 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/05/2022

-
- Title of Item:** Resolution authorizing the filing of an application to the U.S. Department of Homeland Security for the FY2023 FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Drainage Improvements and Stream Restoration at East Firetower Road
- Explanation:** The Building Resilient Infrastructure and Communities (BRIC) Program is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program. It supports states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. Guiding principles of the program are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.
- Attached (Attachment A) for City Council consideration is a resolution authorizing the filing and execution of a federal grant application for the design and construction of a stormwater capital improvement project identified in the Watershed Master Plans. If awarded, the City would receive 70% of the total projects costs. The remaining 30% would be a local match funded by the Stormwater Utility Fund.
- The planning level details for this project are located in the Fork Swamp Watershed Master Plan.
- The project was submitted as Letter of Interest to the NC Department of Emergency Management for preliminary review and was selected to move forward to the full application. The Letter of Interest (Attachment B) is provided for the Drainage Improvements and Stream Restoration at East Firetower Road project.
- Fiscal Note:** The total amount for the application is \$12,274,148.00. The total required non-federal match is \$3,682,244.00.
- The funding for the non-federal match will come from the Stormwater Utility Fund.
- Recommendation:** Adopt the attached resolution approving the grant request and authorizing the filing and execution of the application for the FY2023 FEMA Building Resilient

Infrastructure and Communities Grant Program for the Drainage Improvements
and Stream Restoration at East Firetower Road Project.

ATTACHMENTS

-  [Attachment A E_Firetower_Rd_2023_BRIC_Grant_Resolution.pdf](#)
-  [Attachment B E Firetower Rd LOI BRIC 2022.pdf](#)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FY2023 FEMA BUILDING
RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM
FOR THE DRAINAGE IMPROVEMENTS AND STREAM RESTORATION AT EAST
FIRETOWER ROAD PROJECT.**

WHEREAS, the Federal Emergency Management Agency (FEMA) in the U. S. Department of Homeland Security is offering a new program known as Building Resilient Infrastructure and Communities (BRIC)Program; and

WHEREAS, the BRIC Program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience; and

WHEREAS, FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design; and

WHEREAS, the City of Greenville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System and improved resiliency; and

WHEREAS, this program is available to certain municipalities in the State of North Carolina as sub-applicants under the North Carolina application; and

WHEREAS, the deadline for final application by the State of North Carolina is January 27th, 2023; and

WHEREAS, this grant application requires a 30 percent local match from the municipality or other non-federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

1. That the City Manager is authorized to execute and file an application on behalf of the City of Greenville with the U.S. Department of Homeland Security and the North Carolina Department of Emergency Management to aid in the financing of planning, design, and construction of stormwater infrastructure project titled Drainage Improvements and Stream Restoration at East Firetower Road.

2. That the City Manager is authorized to execute and file the Assurances and other documents the Federal Emergency Management Agency requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to submit additional information as the Federal Emergency Management Agency or the North Carolina Department Emergency Management may require in connection with the application or project.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the Chief Financial Officer, the City Manager is hereby authorized to execute the grant agreement on behalf of the City of Greenville and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

ADOPTED this the 5th day of December, 2022.

P.J. Connelly, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 5th day of December, 2022.

Valerie Shiuwegar, City Clerk

Date

SEAL

Project S50: Letter of Interest #1

Routing in Progress: Initial Review (Step 2 of 4)



Letter of Interest Summary

This form is used to provide preliminary project information in order to determine if there is a reasonable chance of eligibility. If approved, a full Application form is then completed.

Title: City of Greenville-Drainage Improvements and Stream Restoration at East Firetower Road

Cost: \$9,900,000.00

Grant

BRIC22 Building Resilient Infrastructure in Communities 2022

Building Resilient Infrastructure in Communities
Declared: August 18, 2022
Closed: August 21, 2026

Applicant

Greenville, City Of

Pitt County
UEI:
FIPS: 147-28080-00
FEIN #: 56-6000229
DUNS #: 072013451 Type:
Local Government
Physical/Mailing: 200 W 5th St
Greenville, NC, 27858

Workflow Summary

Current Step: 2) Initial Review
Description: Initial Review

Recipients: Jason Pleasant, Kaine Riggan

Last Advanced: Oct 3, 2022 at 2:21 PM by Daryl Norris

Submission: Oct 3, 2022 at 2:21 PM by Daryl Norris

Project

F # S #50

City of Greenville-Drainage Improvements and Stream Restoration at East Firetower Road
INF Infrastructure
Project POP Deadline:
Eligible: \$0.00
Federal: \$0.00 (70%)
Un-Expended Eligible:
\$9,900,000.00

Form

Project Contacts

Primary Contact:

Daryl Norris - Civil Engineer III

[Edit](#)

Organization: City of Greenville

Email Address: dnorris@greenvillenc.gov

Phone: 252-329-4350

Alternate Contact:

Lisa Kirby - Director of Engineering

[Edit](#)

Email Address: lkirby@greenvillenc.gov

Phone: 252-329-4683

Authorized Contact:

Ann Wall - City Manager

[Edit](#)

Email Address: awall@greenvillenc.gov

Phone: 252-329-4432

Project Overview

Grant:

BRIC22 Building Resilient Infrastructure in Communities 2022

Category:

INF - Infrastructure

Project Title:

City of Greenville-Drainage Improvements and Stream Restoration at East Firetower Road

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Community Information

Does the community have a local adopted Hazard Mitigation Plan?

Yes

Date of Plan Approval: Sep 18, 2020

Does the community have a comprehensive land-use plan?

Yes

Does the community participate in the NFIP?

Yes

NFIP Number:

370191

Does the community have land use zoning?

Yes

Does the community have subdivision ordinances?

Yes

Does the community have building codes?

Yes

Building Code Development and Enforcement:

It is the goal of the Inspections Division to protect the safety and well-being of the citizens within the City of Greenville and its Extra Territorial Jurisdiction (ETJ), and to support development by providing building permit service and enforcement of the North Carolina State Building Codes.

The City of Greenville recently acquired a new software, Energov, for tracking plan reviews, permits, inspections, and enforcement. This improves communication across departments and allows for citizens and developers to track their submittals and requests online. The next step of this software which is in development is to allow digital online submittals and plan reviews.

Describe building code development and enforcement activities from the last five years; identify existing problems and/or successes.

Project Details

Need Statement:

This project is for floodplain benching along Fork Swamp, and a tributary, that will decrease flooding threats to East Fire Tower Road that serves as a major thoroughfare for the City. The benching will also decrease flood risks to multiple surrounding residential homes. This project was identified and ranked as a priority project in the Fork Swamp Watershed Master Plan.

The East Fire Tower Road is a major thoroughfare for the City with an annual average daily traffic (AADT) of 33,000. The project will mitigate flooding at two sections of the road. The existing bridge at the road's crossing with the Fork Swamp is operating under the desired level of service of a 50-year rainfall event and currently is at a 25-year level of service. Additionally, the road's crossing with a Fork Swamp tributary is flooding during 2-year rain events which is under the desired 50-year level of service. Without floodplain improvements this major thoroughfare is increasingly at risk of being flooded as climate change continues to increase the frequency and severity of precipitation events in Greenville.

The floodplain improvements will also provide flood relief to eighty-four residential properties, potentially removing at least twenty-six properties from the 100-year floodplain.

This project seeks to accommodate environmental justice factors by providing flood relief and water quality improvements to the City of Greenville and Pitt County. According to the North Carolina Local Government Indicators, the City of Greenville and Pitt county are shown to be disadvantaged communities scoring worse than the state benchmark in 4 out of 5 categories including population change, poverty rate, median household income, and calculated property value per capita. The poverty rate for Greenville is 27.3%, nearly double the state benchmark of 14%.

The project is located in the Neuse River Basin which is listed as Nutrient Sensitive Waters for nutrients such as Nitrogen and Phosphorus. The stream name is Fork Swamp, index # 27-97-4 and classification of C;Sw,NSW. This project proposes to provide both water quantity and water quality improvement to the immediate watershed and the river basin.

Please offer a brief description of the problem that the project is expected to solve/mitigate.

Project Briefing:

The proposed floodplain improvements will bring the bridge crossing on East Fire Tower Road up to the desired 50-year level of service from its current 25-year level of service. In order to provide a 50-year level of service at this crossing, the project proposes to reduce the tailwater by grading floodplain benches downstream of East Fire Tower Road. This project entails proposed floodplain benching in the right overbank for approximately 2,000 linear feet. The proposed improvements will bring East Fire Tower Road up to the desired 50-year level.

Additionally, the project will bring drainage conditions at East Fire Tower Road along a tributary of Fork Swamp up to the desired 50-year level of service from its current 2-year level of service. To provide a 50-year level of service at this crossing, the project proposes to install quad 6' x 7' reinforced concrete box culverts (RCBCs) at the East Fire Tower Road's crossing with the tributary. The work at this location also entails 3,240 linear feet of floodplain benching (990 linear feet upstream of the crossing in the left overbank and 2,250 linear feet downstream of the crossing in the left and right overbanks). The proposed improvements will bring the culvert at the cross section of the Fork Swamp tributary along East Fire Tower Road up to the desired 50-year level.

The proposed floodplain benching and culvert installation will provide potential flood relief to the residents living on Treetops Circle, East Fire Tower Road, and Summerhaven Drive. There are eighty-four properties in the existing conditions 25- and 100- year floodplain, that have potential to experience lowest adjacent grade (LAG) or structural flooding. The water surface elevation will be reduced for all of these properties. At least twenty-nine properties will be removed from the 25-year floodplain and at least twenty-six properties will be removed from the 100-year floodplain. The remaining properties will see a reduction in the depth and duration of lowest adjacent grade or structural flooding.

Please provide a summary of the work that is proposed. If your proposal is for a plan or other capability & capacity building (C&CB) activity, please describe the purpose of that plan or activity.

Implementation Partners:

The City of Greenville works in partnership with Pitt County, Town of Winterville, Town of Ayden, East Carolina University, and Pitt Community College to minimize hazards and to educate citizens about hazards and how to appropriately respond. East Fire Tower Road is a major thoroughfare roadway maintained by NCDOT. Coordination with NCDOT will need to occur to address impacts to traffic flow during construction. Additionally, the proposed floodplain benching appears to be located within a Pitt County Drainage District easement based on the Pitt County OPIS website. Coordination with the Drainage District will be required to implement the proposed project.

The majority of the proposed work is outside of the City limits within the County jurisdiction. Because stormwater issues don't end at jurisdictional boundaries our two units of government recognized the mutual benefit of providing water quality and quantity controls in this area. Most of the drainage area upstream of the project is in County jurisdiction as well as much of the downstream impacted properties. The neighborhood within City jurisdiction upstream of this project is affected by the tailwater conditions of the stream outside the City limits requiring collaboration with the County to resolve the flooding issues. Both the City and County are part of the Nutrient Sensitive Waters program for the Neuse River and water quality treatment benefits all citizens of both jurisdictions as well as those downstream in the Neuse River Basin.

The goals of this project are primarily to improve health and safety for our citizens and protect private property and public infrastructure through water quality treatment, water quantity detention, and stream and buffer restoration. To accomplish these shared goals it is critical that both the City and the County work together through public engagement and education, design review, regulatory compliance, and continued operation and maintenance.

The City and County have many examples of previous collaboration as our jurisdictions overlap. The City works in partnership with the Pitt County Drainage District to perform maintenance on open channel drainage features throughout the City. We are also both integral partners in the Neuse River Basin Regional Hazard Mitigation Plan and the Mid-East Regional Resilience Regions Innovating for Strong Economies and Environment (RISE) Program. The County and other surrounding communities such as Winterville and Ayden were instrumental in providing feedback and input into the Fork Swamp Watershed Master Plan that identified this regional project as opportunity for collaboration among jurisdictions.

What partners have been engaged or will be engaged in the implementation of the proposed project. These partners do not necessarily have to contribute financially to the cost-share.

Community Lifelines:

1) Transportation (Highway/Roadway) – The project will reduce flooding risk to the East Fire Tower Road, a major thoroughfare in the City with an AADT in 2018 of 33,000.

2) Food, Water, Shelter (Shelter) – The project will reduce flooding risk to 84 parcels near the project location.

Which of FEMA's Community Lifelines do you expect to benefit with this project. Include one or more and offer a couple of sentences that describe the project's service to those lifelines.

Does your community have a Building Code Effectiveness Rating Schedule (BCEGS) score of 1 to 5?

Yes

Are you taking steps to obtain a BCEGS Grading? No

Nature Based Solutions:

The proposed floodplain benching will take into account natural channel design and other nature-based solutions. The project will consider replanting the riparian zone buffer with a riparian seed mix and herbaceous and native woody shrubs and trees. Natural fiber matting can also be used for reinforcement and to improve surface stabilization. The riparian vegetation can also offer water quality protection benefits. The replanted riparian vegetation can help to maintain and improve water quality by functioning as a buffer, filtering out sediments and debris. This would improve water quality and protect wildlife habitat. Greenville's approach will emphasize the use of natural, locally available materials that will emulate the morphology of natural stream channels while simultaneously providing additional capacity for flood waters.

Describe how the project intends to include nature-based solutions or considerations in the scope of work.

Future Conditions:

The project will enhance climate adaptation within the City of Greenville and be responsive to the effects of future conditions associated with increased precipitation and increased land use density within the watershed. Due to the impacts of climate change, the City is predicted to experience more frequent and severe precipitation events. Specifically, Greenville could receive up to a 130% annual increase in the number of days with precipitation of 3 inches or greater by midcentury from a 1996-2015 baseline average (according to the 2020 North Carolina Science Report).

The design approach for the project addresses increased precipitation by emphasizing nature-based solutions that allow for the additional flood water capacity needed due to future severe precipitation events. The proposed project was informed by the master planning effort the Fork Swamp Watershed Master Plan, which considered and modeled the above anticipated future conditions from increased land use changes.

The future land use was accounted for during the development of the proposed improvements. The hydrologic parameters including curve numbers were adjusted for the future conditions and alternatives models. Peak flows for the primary systems were developed for the 2-, 10-, 25-, 50-, and 100-year storm events considering the future conditions and proposed alternatives. The future conditions peak flows for the project area subbasin in the 25yr storm are modeled as an increase of 8-12% over existing conditions. By sizing the proposed improvements to account for future land uses, it ensures that increased runoff will be managed so that the additional runoff will not cause new or increased flooding or exacerbate flood risks downstream or water quality issues in the watershed or river basin.

Briefly discuss how the proposed project/plan is being responsive to the effects of climate change and/or other future conditions.

Population Impacted:

This project will increase the level of service and reduce flooding risk to a bridge and tributary crossing along East Firetower Road that serves as a major throughfare for the City. This road has an AADT of 33,000 in 2018, and the project will increase the level of service of the bridge from a 25-year storm to the desired service level of a 50-year storm. The project will also increase the level of service of the road along the tributary crossing from a 2-year storm to the desired service level of a 50-year storm.

Additionally, the project will directly reduce the water surface elevation for 84 parcels that include single family residential properties. The proposed project will either remove these parcels from the floodplain or cause a reduction in the depths and duration of flooding.

Beyond the more immediate impacts of the flood reduction, the water quality improvements benefit a much broader portion of the community. Fork Swamp is one of 7 major watersheds in Greenville and approximately 1/3 of Greenville is within the Neuse River Basin. Good water quality provides for greater overall health and well being of the greater community and surrounding communities.

What is the proportion of your community's population that will be impacted by the project? Are any disadvantaged communities benefited by this effort?

Estimated Budget

Total Estimated Cost: \$ 9,900,000.0

Federal Share: 70 % (\$6,930,000.00)

By Percent

Non-Federal Share: \$ 2,970,000.0

Amount the subgrantee will contribute.

Funding Source for Non-Federal Funds: City of Greenville Stormwater Management Fund & Greenville Utilities Commission

LOI Attachments

You may include up to five attachments to this form. Include any items that support the proposed project, such as maps, plans, photos, studies or letters of support from key stakeholders.

Attachment 1: WSMPForkSwampFinalReportAu 34 MB Oct 3, 2022

Attachment 2:

| | | |
|--|--|-------------|
| | North Carolina Climate Science Report 3 MB | Oct 3, 2022 |
|--|--|-------------|

Attachment 3:

| | | |
|--|---|-------------|
| | Watershed Masterplan Excerpt 6 MB | Oct 3, 2022 |
|--|---|-------------|

Attachment 4:

| | | |
|--|---|-------------|
| | WSMPForkSwampFinalReportAp 7 MB | Oct 3, 2022 |
|--|---|-------------|

Attachment 5:

No documents.

Property Worksheets

0 results

| # | Property Worksheet Title | Owner Name | Status |
|---|--------------------------|------------|--------|
|---|--------------------------|------------|--------|



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Contract Award for Design of the Public Works Storm Water Pipe Improvements Project

Explanation: The Public Works Department solicited Requests for Qualifications (RFQ) in September 2022 from qualified engineering firms interested in providing professional services for the design as well as bid phase services for the Public Works Storm Water Pipe Improvements Drainage Project. In response to the RFQ, three (3) engineering firms/teams submitted proposals. The team lead by WK Dickson Co., Inc. of Cary, NC, was selected. The Public Works Storm Water Pipe Improvements Drainage Project will have one task order as follows:

- Task Order #1 - Design and Construction Bid phase services.

Task Order #1 for final design will involve surveying, updating the Watershed Master Plan drainage analysis, providing a recommendation for rehabilitation and/or replacement improvements, developing and preparing the necessary construction documents, obtaining all applicable permitting, and supporting the City through the bidding, selection, and award process. Attached is the recommended scope of work for Task Order #1. The scope of work is listed in Attachment A. The proposed cost for these services is \$497,295.

Fiscal Note: The project will fund the replacement of approximately 2,300 ft. of 54-inch and 84-inch corrugated steel pipe. The pipe was initially installed in 2007 and is experiencing deterioration. Over the last several years, sink holes and other depressions have appeared in the asphalt above the 84" pipe. In July 2022, Terracon Consultants Inc. performed an inspection of the pipe and determined that "the storm sewer system from Skinner Street to the outfall east of the tracks is in a state of failure". The professional services contract for this project includes design and bid phase services.

Design and the bid phase services will be funded by the American Rescue Plan Act (ARPA). The cost for the design and bid phase is \$497,295.

Recommendation: Public Works is requesting City Council approve the fee for Task Order #1 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$497,295 for the design and bid phase services of the Public Works Storm Water Pipe Improvements Drainage Project.

ATTACHMENTS

 [2022-11-21 Public Works SW Pipe Improvements-EJCDC Agreement.pdf](#)



November 21, 2022

Kevin Mulligan
City of Greenville – Public Works
1500 Beatty Street
Greenville, North Carolina 27834

**RE: City of Greenville - Public Works Storm Water Pipe Improvements
Scope of Services Proposal**

Dear Mr. Mulligan,

WK Dickson appreciates this opportunity to present the City of Greenville with a proposal for the Public Works Storm Water Pipe Improvements Project.

The following documents describe anticipated effort along with assumptions for this proposal, as directed by the City of Greenville during recent scoping coordination meetings for the upcoming Public Works Storm Water Pipe Improvements project. Based upon these conversations, the City indicated that they would like WK Dickson to provide a design proposal to address existing drainage system degradation and potential pipe failure concerns.

Project Administration

The Engineer is requesting compensation to include project administration effort based on an anticipated project duration of nine (9) months. Project administration effort includes attending in-person monthly status meetings, providing monthly status reports, and updating the project schedule accordingly. The Engineer is assuming nine (9) in-person meetings and nine (9) monthly status reports. This task also includes providing and utilizing the Electronic Project Management system (EPMS) – OpCenter, as requested by the City.

Mr. Mulligan
November 21, 2022
Page 2

Site Investigation Work

The Engineer is requesting compensation for performing the following field investigations:

- 15.34-acre topographic survey of the project area (shown in Attachment B Figure 1)
- SUE Quality Level B of the topographic survey area
- SUE Quality Level A – up to twelve (12) vacuum test holes to evaluation potential utility conflicts
- CCTV and NASSCO evaluation of up to 3,000 linear feet of large diameter storm pipes
 - This assumes evaluation of the primary drainage system as well as selected large diameter secondary drainage systems within the project area.
- Geotechnical evaluation of up to eight (8) soil borings to 25 feet of depth
- Environmental sampling and analysis of up to eight (8) groundwater samples to be tested for the following compounds:
 - Volatile Organic Compounds (VOCs) (EPA Method 8260)
 - Semivolatile Organic Compounds (SVOCs) (EPA Method 8270)
 - Total Petroleum Hydrocarbons (TPH) (Gasoline Range Organics - GRO & Diesel Range Organics - DRO; EPA Method 8015)
 - Alkalinity - Total (SM 2320B)
 - pH (EPA 9040/9045)
 - Salinity (SM 2520B)
 - Chloride (SM 4500CI E)
 - Ammonia (SM 4500 NH3/350.1)
 - Nitrogen (Nitrate/Nitrite - SM 4500NO3F/353.2)
 - Total Phosphate (SM 4500PE/365.4)

Stormwater H&H Modeling

The Engineer is requesting compensation for modeling the existing and proposed hydrologic and hydraulic conditions within a 1-D SWMM model to assess the existing primary storm drainage system capacity. The Engineer assumes that up to two (2) proposed alternatives will be evaluated in the 10- and 25-year storm events. A Technical Recommendations Memorandum will be provided as the deliverable for this task.

Utility Coordination

The Engineer is requesting compensation for public utility coordination and up to three (3) field meetings on-site to review and utility conflicts and potential relocation design.

Mr. Mulligan
November 21, 2022
Page 3

Permitting

The Engineer is requesting compensation for developing the Erosion and Sedimentation Control permit application based on the proposed design. This effort includes preparing the NCDEQ Erosion Control plans, calculations, and permit application package.

Design Submittals

The Engineer is requesting compensation for providing the following design submittals as described below.

- Preliminary Design Submittal (60%):
 - Phase 1 & 2 Construction Plan Sets

- Draft Design (90%):
 - Phase 1 & 2 Construction Plan Sets
 - Phase 1 & 2 Engineer's Opinion of Probable Construction Costs (OPCC)
 - Phase 1 & 2 Project Manual
 - This will include EJCDC Front Ends and Engineer's Technical specifications with references to the NCDOT Specifications as necessary

- Final Design (100%):
 - Phase 1 Construction Plan Set – Sealed for Bidding
 - Phase 2 Construction Plan Set
 - Phase 1 & 2 Engineer's Opinion of Probable Construction Costs (OPCC)
 - Phase 1 Project Manual – Sealed for Bidding
 - This will include EJCDC Front Ends and Engineer's Technical specifications with references to the NCDOT Specifications as necessary

Bid Phase Services

As requested by the City, the Engineer is requesting compensation to provide Bid Phase services for Phase 1 only. This includes the following effort:

- Attending and leading the pre-bid meeting in Greenville
- Providing up to two (2) Bid Addenda
- Attending and leading the Bid Opening in Greenville
- Providing the sealed bid tabulation and recommendation of award

Mr. Mulligan
November 21, 2022
Page 4

Unspecified Additional Services

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services". The Engineer will provide Unspecified Additional Services only upon receipt of written authorization from the Owner. To the extent possible, the Engineer will notify the Owner in advance if the need for Unspecified Additional Services is anticipated.

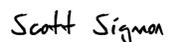
Reimbursables

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

Sincerely,

DocuSigned by:

D22357F5F38849D...
Marc Horstman, PE, PH, CFM
Project Manager

DocuSigned by:

A61C783C8E9646A
Scott Sigmon, PE
Vice President

Attachment A – Hourly Fee Breakdown – November 2022

Attachment B – EJCDC Agreement Between Owner and Engineer for Professional Services (2014 EJCDC E-500)

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 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® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

Copyright © 2014:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1 – SERVICES OF ENGINEER | 1 |
| 1.01 Scope | 1 |
| ARTICLE 2 – OWNER’S RESPONSIBILITIES..... | 1 |
| 2.01 General | 1 |
| ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES..... | 2 |
| 3.01 Commencement..... | 2 |
| 3.02 Time for Completion | 2 |
| ARTICLE 4 – INVOICES AND PAYMENTS | 2 |
| 4.01 Invoices | 2 |
| 4.02 Payments | 2 |
| ARTICLE 5 – OPINIONS OF COST | 3 |
| 5.01 Opinions of Probable Construction Cost | 3 |
| 5.02 Designing to Construction Cost Limit | 3 |
| 5.03 Opinions of Total Project Costs..... | 3 |
| ARTICLE 6 – GENERAL CONSIDERATIONS..... | 3 |
| 6.01 Standards of Performance | 3 |
| 6.02 Design Without Construction Phase Services | 5 |
| 6.03 Use of Documents | 6 |
| 6.04 Electronic Transmittals..... | 6 |
| 6.05 Insurance | 7 |
| 6.06 Suspension and Termination | 8 |
| 6.07 Controlling Law..... | 9 |
| 6.08 Successors, Assigns, and Beneficiaries | 9 |
| 6.09 Dispute Resolution | 10 |
| 6.10 Environmental Condition of Site..... | 10 |
| 6.11 Indemnification and Mutual Waiver | 11 |
| 6.12 Records Retention..... | 12 |
| 6.13 Miscellaneous Provisions..... | 12 |
| ARTICLE 7 – DEFINITIONS..... | 12 |
| 7.01 Defined Terms | 12 |
| ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS | 16 |
| 8.01 Exhibits Included: | 16 |
| 8.02 Total Agreement..... | 17 |
| 8.03 Designated Representatives | 17 |
| 8.04 Engineer's Certifications | 17 |

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

THIS IS AN AGREEMENT effective as of [] (“Effective Date”) between
City of Greenville, NC (“Owner”) and
W. K. Dickson & Co., Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
“Public Works SW Pipe Improvements Project”.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Engineering design plan for the Public Works SW Pipe Improvements

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- ~~D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, 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. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability 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, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- 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 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.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, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights at law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.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 at law.~~

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- ~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) 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, damages, action, or judgment 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. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~
- ~~E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, 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.~~
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *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 registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, 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 definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that 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. §§5501 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.; or (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.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; 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. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *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.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *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. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *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.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction 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.

34. *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 a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative, not included.~~
- ~~E. Exhibit E, Notice of Acceptability of Work, not included.~~
- ~~F. Exhibit F, Construction Cost Limit, not included.~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution, not included.~~

- I. ~~Exhibit I, Limitations of Liability, not included.~~
- J. ~~Exhibit J, Special Provisions, not included.~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Coronavirus State and Local Fiscal Recovery Funds Addendum.

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Greenville, NC

Engineer: W. K. Dickson & Co., Inc.
DocuSigned by:

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Scott Sigmon
A61C783C8E9646A
Print name: Scott Sigmon, P.E.
Title: Vice President
Date Signed: 11/21/2022

Engineer License or Firm's Certificate No. (if required):
F-0374
State of: North Carolina

Address for Owner's receipt of notices:
1500 Beatty Street
PO Box 7207
Greenville NC 27834

Address for Engineer's receipt of notices:
720 Corporate Center Drive
Raleigh NC 27607

Designated Representative (Paragraph 8.03.A):
Kevin Mulligan, P.E.
Title: Public Works Director
Phone Number: 252-329-4521
E-Mail Address: kmulligan@greenvillenc.gov

Designated Representative (Paragraph 8.03.A):
Marc Horstman, P.E.
Title: Project Manager
Phone Number: 919-782-0495
E-Mail Address: mhorstman@wkdickson.com

This is **EXHIBIT A**, consisting of [22] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

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

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

The CONSULTANT shall perform all services in accordance with the latest editions of the:

- City of Greenville Manual of Standard Designs and Details
- NCDOT Standard Specifications for Roads and Structures
- Manual for the Design and Construction of Water and Wastewater System Extensions for Greenville Utilities
- NCDEQ Erosion and Sediment Control Planning and Design Manual
- Other applicable OWNER, State or Federal standards

Project Description:

The Public Works Storm Water Pipe Improvements project is located primarily within the Public Works Complex in Greenville, NC. It is bounded by Skinner Street to the west and the CSX Railroad which is parallel to Beatty Street to the east. The project is being federally funded by the American Rescue Plan Act (ARPA), and ARPA requires the projects to be fully constructed and funds spent by January 2026.

The existing storm drainage system consists of varying-sized pipes with the main storm drain trunk system primarily composed of 54-, 72-, and 84-inch diameter pipes. Most of the primary drainage system pipes within the Public Works Complex are large diameter corrugated metal pipe (CMP). The storm drain pipes underneath Skinner Street at the upstream limits of the project are reinforced concrete pipe (RCP). The Beatty Street culverts consist of two (2) RCPs and one (1) CMP with steel encasement that connect at a junction box on the other side of the railroad tracks and outlet to an open channel as shown in Figure 1. The smaller lateral connector pipes are either CMP or RCP. There are several occurrences of either 6- or 8-inch encased sewer pipes crossing through conflict structures.

The project will evaluate, repair, and/or replace approximately 2,000 linear feet of 84-inch corrugated metal pipe (CMP). The pipe was installed in 2007-2009 and is experiencing rapid deterioration. Over the last several years, sinkholes and other depressions have appeared in the asphalt pavement above the existing 84-inch CMP pipe. In July 2022, Greenville Public Works hired a consultant to inspect the

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

84-inch CMP pipe. It was determined that the CMP storm drain system from Skinner Street to the outfall east of the railroad tracks is in a state of failure. The majority of the bottom of the CMP primary drainage system is corroded and/or eroded away, exposing and eroding the underlying sandy soil. Corrosion and eroded pipe sections increased in frequency and severity going downstream. In addition, an approximate 30-ft length of 84-inch CMP has been recently repaired with a spray-applied grout liner. The grout liner was noted to be in good condition with no apparent evidence of failure.

Primary Project Objectives include:

- Evaluating potential causes of the existing pipe deterioration through environmental sampling of the groundwater with the intent to specify a more appropriate pipe material;
- Determining the level of service (LOS) of the existing system;
- Designing a repair of the existing storm pipe system or replacement of the existing storm system if determined to be undersized or if damaged beyond repair; and,
- Minimizing or avoiding impacts to the storm drain system within the CSX Railroad ROW if possible.

The City desires a 25-year LOS, and this will need to be evaluated based in part on cost considerations. Per Public Works personnel, the existing storm system experiences approximate annual flooding at the Skinner Street culvert location; however, flooding within the Public Works Yard nor CSX Railroad have been observed.

If storm pipe repair is viable, several pipe repair techniques including cured-in-place pipe (CIPP), will be investigated, and researched. If the storm pipe is required to be fully replaced, it will be replaced with RCP or RCBC in the same alignment as the existing storm system. Historically, obtaining railroad approvals has been a lengthy and time-consuming process, and with the time restrictions associated with the ARPA funding, the project will be designed as two separate projects (Phase 1 and Phase 2). Phase 1 will be from Skinner Street to the existing storm structure at the Beatty Street right-of-way. Phase 2 will begin where Phase 1 ended, at the existing storm structure at the Beatty Street right-of-way, to the storm drain pipe outlet into the existing open channel and include the pipe crossing underneath the CSX Railroad.

OWNER PROVIDED ITEMS

The following information will be provided by the OWNER:

- All available Owner- and GUC-maintained GIS utility layers for the project areas;
- Previously obtained contractor construction cost estimate to replace existing drainage system;

- The OWNER's standard notes and details;
- Previously performed groundwater analysis and test reports; and
- The OWNER's standard EJCDC Supplementary Conditions.

CONSULTANT provided services

The following services shall be provided by the CONSULTANT:

1. Project Administration

The following project management efforts will be conducted in coordination with the CONSULTANT:

1.1 Project Billing Administration

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule, and conformance to the project scope on a day-to-day basis up to **nine (9) months** from approval of this contract. The CONSULTANT shall also provide a minimum of two project contacts for the OWNER so that at any time someone familiar with the project can be available to the OWNER if questions, comments, concerns, or other project needs arise.

The CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents. This task also includes updates to the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **nine (9) months** from Notice to Proceed. If the schedule is substantially extended, additional monthly management fees shall be renegotiated.

1.2 Monthly Status Meetings

Nine (9) Monthly status meetings shall be held between the OWNER and the CONSULTANT during the Project. Items discussed during the monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to present, discuss, and/or review work-in-progress as required by the

Project Manager. The CONSULTANT shall schedule the meetings and reserves the right to cancel or call for additional meetings as deemed necessary. It is assumed that the nine (9) meetings will occur in-person at the City's public works facility at 1500 Beatty Street and be attended by up to two (2) project team members from the CONSULTANT.

The CONSULTANT shall prepare and submit minutes of these meetings to the Project Manager within ten (10) calendar days.

1.3 Monthly Status Reports

Monthly progress reports are due at the end of each month and shall accompany each invoice. It is assumed that nine (9) status reports will be produced for this phase. The CONSULTANT shall prepare monthly status reports and deliver the reports to the OWNER a minimum of three (3) business days prior to the monthly status meeting or by the last working day of the month, if a meeting is not held. The status report shall summarize work completed, percent of work complete to date compared to the CONSULTANT's current estimate of total work required, the work scheduled to be completed for the upcoming month and identify any outstanding issues or decisions that must be resolved by OWNER staff or the project team. The OWNER will provide the CONSULTANT with a standard format for the progress report. At the request of the OWNER, the CONSULTANT shall make all plans and project work available for review and examination by OWNER staff.

1.4 OpCenter - Electronic Project Management System (EPMS)

The CONSULTANT shall use the Electronic Project Management System (EPMS) OpCenter to manage the project and project deliverables. Project schedule, submittals, meeting minutes, invoices, etc. will be electronically uploaded to OpCenter for distribution to the Owner and other appropriate project parties. Uploaded items will be assigned due dates and documented for the project files.

2. Field Survey

The CONSULTANT shall provide a full topographic survey of approximately 15.34 acres of the project area generally between Skinner Street and Beatty Street within the Public Works Complex as shown in the attached Figure 1. The field survey will be used for the proposed design plans, as well as for development of the existing Hydrologic & Hydraulic (H&H) Model of the existing storm drain system within the project area to a point 50' beyond the storm drain pipe outfall. Horizontal surveys shall be tied to the North Carolina State Plane Coordinate System (North American Datum 1983) and vertical surveys shall be based on the North American Vertical Geodetic Datum of 1988 (Sea Level). The survey shall comply with the standards of a Class A survey as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2000, or latest revision.

2.1 Detailed Location and Design Survey

The CONSULTANT shall be responsible for identifying field survey data necessary to complete the Design Phase of the Project. The detailed survey shall include sufficient data within the agreed limits as described above and labeled to:

- Produce the H&H model for the existing system;
- Coordinate public and private above and below ground utilities;
- Produce base mapping for final design plans;
- Produce encroachment exhibits, easement exhibits/plan and plats; and
- Produce a digital topographic map with contours at a minimum of 1' intervals.

At a minimum, the survey shall include the following:

- Elevations at inverts and other dimensions of any significant hydraulic restriction or system element including culverts, bridges, pedestrian bridges, aerial utility lines, and low water crossings;
- Location, height, and profiles of elements, such as guardrail or handrail, adequate to perform overtopping analysis on significant hydraulic elements;
- Channel/floodplain information including centerline, low point (thalweg), toe and top of bank elevation, any major change in slope of bank at locations (minimum every 50 feet) such that an accurate channel/floodplain plan view and profile can be generated (major changes in slope, cross-section, and direction of the channel/floodplain must be captured). Each channel cross-section shall have at least five points within and inclusive of the channel banks and shall have a minimum of two points outside the channel banks on each side of the channel;
- Elevations along the road centerlines, edge of pavement, and curb lines (left and right) adequate to produce profiles suitable for accurate modeling and design;
- Locations of storm drain pipes and drainage structures including sizes, shapes, material, invert elevations, and rim/grate elevations;
- Locations of sanitary sewer pipes and sewer structures including sizes, materials, invert elevations, and rim elevations, including the next upstream or downstream manholes;
- Horizontal locations and sizes of observed underground and overhead utilities (water, sewer, gas, electric, telephone, cable, fiber optic, etc.) that may impact the planning and preliminary design analysis including: poles, lines, boxes, etc.;

- Vertical locations of underground utilities (water, sewer, gas, electric, telephone, cable, fiber optic, etc.), at agreed locations that may impact the final design plans will be performed shall be covered under scope for Subsurface Engineering Work.
- Include corners of buildings and driveways for properties within the survey limits.
- Locations of other physical features that may be affected by construction of possible alternatives including driveways (type), fences (type), walls, signs, planters, sheds, rock outcroppings, etc. For sheds, note whether the structure is a permanent structure and if it has electricity;
- Locations of trees greater than, or equal to, 24" diameter (labeled with size and variety), ornamental trees of any size, any landscaped areas and/or any forested areas/tree lines within the projected work area;
- Locations of property irons to the extent necessary for purposes of overlaying and verifying legal descriptions and plats; and
- Description, book, and page number of the official registry of properties affected by the Project, including current property OWNER name(s), tax parcel identification number, street address, existing property acquisitions, right-of-way, and existing recorded easements associated with the Project from the Register of Deeds. Results of deed research will be provided to the OWNER as part of the survey submittal.

The CONSULTANT shall submit draft electronic copy survey drawings at a 1" = 20' scale to the OWNER for review and comment. The CONSULTANT shall address OWNER comments and provide the final survey data to the OWNER in an electronic format. The electronic form shall be compatible with AutoCAD Civil 3D 2022 and shall include the digital drawing files, digital terrain model, and the points ASCII file.

A NC Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. The drawing shall include surveyed information, including control points. Information shall be distinguished by an adequate number of layers in accordance with the OWNER's standard layers and symbols.

Task 2.1 Deliverables (Digital Submittal):

- *Draft Topographic Survey*
- *Final Sealed Topographic Survey*

2.2 Field Survey Project Administration

Prior to acceptance and use of the survey, the CONSULTANT shall perform a field review of the survey to verify that it is complete, accurate, and meets the requirements of the project scope. CONSULTANT will assure the quality of the product.

3. Subsurface Survey Work

Subsurface Survey Engineering work shall be completed where the total SUE Level B survey area will be approximately 15.34 acres as shown on the attached Figure 1.

3.1 Subsurface Utility Designation and Location Services

The CONSULTANT shall provide “Quality Level B” horizontal subsurface utility location data for the underground utilities. This includes Utility Research, Utility designating, Surveying and Mapping of the existing utilities within the project limits. The CONSULTANT will use conventional conductive utility designating methods in order to detect and mark the location(s) of conductive lines. Ground Penetrating Radar will be utilized to attempt to detect and mark the location(s) of non-conductive lines.

Task 3.1 Deliverable (Digital Submittal):

- *SUE Quality Level B information will be shown on Task 2.1 deliverable.*

3.2 Subsurface Utility Location (Vacuum Excavation)

CONSULTANT will perform Quality Level ‘A’ vacuum excavation services at twelve (12) locations. Level B SUE services will be completed prior to starting the vacuum excavation. Quality Level ‘A’ vacuum excavation service tasks to be completed under this item include the following:

- Provide equipment, personnel and supplies necessary for the completion of Quality Level ‘A’ information for test holes.
- Vacuum excavation will be used to confirm the vertical position of utilities.
- Obtain all necessary permits from OWNER, county, state or any other municipal jurisdictions to allow CONSULTANT to work within the existing rights-of-way.
- CONSULTANT will provide traffic control as required in the performance of the services mentioned herein.
- Utilize radio-frequency electromagnetic technology and Ground Penetrating Radar (GPR) sweeps of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.

- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, CONSULTANT shall comply with applicable utility damage prevention laws.
- CONSULTANT shall schedule and coordinate with the utility companies and their inspectors, as required, so that they may be present during excavation of their facilities.
- The horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum, the elevation of the existing grade over the utility at a test hole referenced to the project survey datum and the benchmarks and/or project survey data used to determine elevations will be recorded. CONSULTANT will collect the following data: (a) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (b) the utility structure material composition, when reasonably ascertainable; (c) the paving thickness and type, where applicable; (d) the general soil type and site conditions; and (e) such other pertinent information as is reasonably ascertainable from each test hole site.
- Provide permanent restoration of pavement using cold asphalt patch within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
- Test holes over 10 feet in depth will be charged at \$50 per additional foot of depth. Base fees assumes that test holes will be backfilled with the original contents. Other backfill materials including flowable fill are specifically excluded from this proposal.
- Utilities that can't be located with SUE designating equipment may not be able to be found with vacuum excavation depending on the accuracy of the one call marks and/or depth of the utility.
- Test hole information shall be formatted and presented on CONSULTANT's certification form and listed in a test hole data summary sheet. Certification form shall be reviewed and sealed by a Professional Land Surveyor licensed in North Carolina.

Task 3.2 Deliverable (Digital Submittal):

- *SUE Level A Test Hole Certification form and Test hole Data Summary Sheet*

3.3 Closed Circuit Television (CCTV)

CONSULTANT will perform CCTV services for approximately 3,000 LF of the existing 30-84" storm drain pipe as shown on the attached Figure 1. CONSULTANT will use industry standard NASSCO Pipeline Assessment and Certification Program (PACP). Storm drain pipe will be cleaned (if necessary) prior to video. Defects will be identified, rated, and presented in pipeline reports. Videos, reports, and photos will be produced and delivered electronically.

Task 3.3 Deliverable:

- *NASSCO/PACP Pipeline reports, photos, and videos – Digital submittal of PDFs, Photos, and video files*

3.4 Subsurface Utility Project Administration

Prior to acceptance and use of the survey, the CONSULTANT shall perform a field review of the survey to verify that it is complete, accurate, and meets the requirements of the Project scope. CONSULTANT will assure the quality of the product.

4. Geotechnical and Environmental Evaluation**4.1 Soil Sampling & Evaluation**

The CONSULTANT shall perform geotechnical subsurface investigations including foundation evaluation necessary for completion of the final construction plans and supporting documents after receiving written authorization from the OWNER. These investigations shall include soil borings, analysis, laboratory testing, and engineering recommendations. The proposed borings will be approximately 15-20 feet below the existing ground surface. A maximum of eight (8) soil borings will be completed.

The results of the investigation will be evaluated by a geotechnical engineer and an engineering report will be prepared. The report will include the following information:

- Description of the proposed construction and regional geology;
- Descriptions of the field exploration and laboratory testing programs, including preparation of a site location plan, boring location plan, and summary of laboratory test results;
- Descriptions of the site subsurface conditions including the preparation of typed boring logs and subsurface profiles;
- Descriptions of groundwater conditions encountered and recommendations for management of groundwater during construction;
- Earthwork construction recommendations including evaluation of site soils for use as structural backfill, and soil compaction requirements for backfill;
- General recommendations for temporary shoring; and
- Recommendations for quality control and materials testing.

Task 4.1 Deliverable (Digital Submittal):

- *Geotechnical Engineering Report with Bore Logs and Design Recommendations*

4.2 Environmental Sampling & Analysis

The CONSULTANT shall perform environmental sampling and analysis of the site groundwater at six (6) of the soil boring locations and two (2) samples from the base flow being carried within the existing CMP. Temporary PVC monitoring wells will be installed for the two groundwater sampling locations.

The water samples shall be submitted to an independent North Carolina certified laboratory for analysis. Based on the historical and current site and surrounding properties, the water samples will be tested for the following parameters:

- Volatile Organic Compounds (VOCs) (EPA Method 8260)
- Semivolatile Organic Compounds (SVOCs) (EPA Method 8270)
- Total Petroleum Hydrocarbons (TPH) (Gasoline Range Organics - GRO & Diesel Range Organics - DRO; EPA Method 8015)
- Alkalinity - Total (SM 2320B)
- pH (EPA 9040/9045)
- Salinity (SM 2520B)
- Chloride (SM 4500CI E)
- Ammonia (SM 4500 NH₃/350.1)
- Nitrogen (Nitrate/Nitrite - SM 4500NO₃F/353.2)
- Total Phosphate (SM 4500PE/365.4)

A maximum of eight (8) samples will be tested.

Task 4.2 Deliverable (Digital Submittal):

- *Environmental Sampling Data*

4.3 Geotechnical and Environmental Evaluation Project Administration

Prior to acceptance and use of the geotechnical and environmental sample results, the CONSULTANT shall perform a review of the soil and water sample lab results to verify that it is complete, accurate, and meets the requirements of the Project scope. CONSULTANT will manage this phase and the soils and water evaluation coordination in a manner to be responsive to the needs and schedule of the OWNER and the CONSULTANT and assure the quality of the product.

5. Stormwater H&H Modeling

5.1 Existing Conditions H&H Evaluation

The CONSULTANT will produce a 1-D Existing Conditions Hydrologic and Hydraulic (H&H) Storm Water Management Model (SWMM) model for the project area to incorporate the Digital Terrain Model (DTM) based upon the survey effort as identified in the attached Figure 1. This DTM will include any significant hydraulic obstructions that have been identified during the survey effort. The model will include the existing surveyed pipe inverts, sizes, slopes, surface roughness calculations, hydraulic outlet structure elevations and overland drainage patterns. The CONSULTANT will not model private drainage systems unless critical to the accuracy of the upstream or downstream public drainage system.

The Existing Conditions SWMM model will include the following:

- Drainage areas outside the project limits, but within the watershed will be modeled to connect to the storm drain system at or near the upstream survey limits boundary at the nearest storm drain inlet.
- Publicly owned pipes (greater than 12" in diameter), culverts and channels within the current alignment, as shown on the survey data outlined in the Figure 1.
- Starting conditions for the model of normal depth.
- Produce model results for the 10- and 25-year Storm Events utilizing the recent NOAA precipitation depths.
- Standard SWMM hydrology methods (impervious percent, basin widths, basin slopes) along with NRCS methods (RCN values) to calculate the infiltration losses for the watershed.
- Ultimate zoning/ultimate build-out land use for the watershed will be input in the model.

5.2 Proposed Conditions H&H Evaluation

The CONSULTANT will produce alternatives for the 1-D Proposed Conditions Hydrologic and Hydraulic (H&H) Storm Water Management Model (SWMM) model to account for the following changes to the Existing Conditions model:

- Evaluate up to two (2) proposed alternatives; however, the proposed storm drain alignment and configuration are envisioned to closely match the existing storm drain system alignment and configuration. The alternatives will be evaluated in the 10- and 25-year storm events, and to meet a modified LOS by qualitative evaluation of costs versus benefit.

- The storm drain culverts underneath Skinner Street will not be upsized even if the storm drain pipes are confirmed to not meet the agreed upon LOS. It is believed these existing culverts are undersized for the 25-year LOS; however, road flooding occurrences are not too frequent, and the section of the road in question is a dead-end gated entrance to the Public Works Complex, and therefore the road is not accessible to the public.
- The H&H analysis will include watershed build-out data from the City's Greens Mill Run Watershed Master Plan (August 2016, Hazen) and any impacts from the NCDOT's Dickinson Avenue roadway project (TIP Project: U-5606).
- Additional alternatives will be considered as an additional service and shall only be performed at the direction of the City Project Manager.

5.3 Technical Memorandum

The Engineer shall prepare a sealed engineering report providing recommendations, concerns, and recommended improvements, conceptual alternative improvements, and project phasing. The report will include evaluation of up to two (2) alternatives that will balance cost, impacts to Public Works operations, Railroad impacts, and the number of new storm drain structures. The report will also discuss the Environmental Sampling data described in Task 4.2 and how it may relate to CMP degradation.

The required area for proposed system and pipe construction will be evaluated to determine required easements such as a Permanent Drainage or Temporary Construction Easements.

For the recommended alternative, permits that might be required will be determined from the construction type, impacts, and disturbed land area. If applicable, the report will identify if the project can be permitted under a United States Army Corps of Engineering (USACE) Nationwide Permit.

The summary report will include the results of the Existing Conditions modeling, proposed conceptual design alternatives, planning level construction costs estimate for each alternative, and preferred alternative recommendation. A summarized comparison of the existing conditions and proposed alternatives will be provided.

A draft submittal of the technical memorandum will be provided to the Owner and a review meeting will be scheduled to go over any questions or concerns. Any revisions requested during this meeting will be revised and a sealed final technical memorandum will be provided to the Owner. The final technical memorandum and selected alternative will be used to advance the project design to the Preliminary Design Submittal (60% Plans) as included in Task 8.

Task 5.3 Deliverable (Digital Submittal):

- *Draft Technical Memorandum*
- *Final Sealed Technical Memorandum*

6. Utility Coordination

The Utility Coordination efforts shall at a minimum identify, address, and/or resolve known utility conflicts and required public utility easements associated with the construction of the recommended drainage improvements. The OWNER should be copied on critical correspondence or communications between the CONSULTANT and any agency or utility of the OWNER or representative. Utility relocation design and utility relocation construction plans are included and described further in Tasks 8 and 9.

6.1 Public Utility Coordination

The CONSULTANT shall coordinate with the OWNER when both existing and proposed utilities may be affected by the project. The recommended storm drainage improvements and public utility relocations shall be designed with the goal of minimizing conflicts with known utilities. The CONSULTANT is responsible for conducting utility coordination meetings and providing a reasonable response time to incorporate Utility Owner comments into final plans

This task shall include up to three (3) in-person meetings and/or site walk to review any potential utility conflicts with utility owner.

7. Permitting

The CONSULTANT shall coordinate with the OWNER to develop Erosion and Sedimentation Control construction plans and obtain approvals and applicable permit for the project from NCDEQ. This task only covers the effort and document development for NCDEQ erosion and sedimentation control permit.

7.1 Erosion Control Permitting

The CONSULTANT shall design, specify, and include in the construction plans erosion control measures that meet or exceed applicable regulatory requirements and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the OWNER's Erosion Control Program, NCDEQ, NC Erosion and Sediment Control Planning and Design Manual, and applicable regulations.

Erosion Control Construction Plans & Supporting Documents:

The CONSULTANT shall prepare erosion control construction plans, calculations, and supporting documents for agency review to gain approvals and permits. The CONSULTANT shall show erosion control measures and details on the plans. Preliminary and Final Submittals of these plans and documents are included in Task 8 and 9.

The erosion control plans and supporting permit documents shall be sealed by a NC Registered Professional Engineer and include the following:

- Proposed Storm Drainage Improvement Plans;
- Erosion and Sedimentation Control Plans;
- Detail drawings and specifications;
- Vegetative Plan;
- Maintenance Plan;
- Construction sequence;
- Brief Narrative of the proposed improvements and erosion control measures;
- Project topographic map and soils data;
- Supporting calculations;
- Financial responsibility/ownership form;
- NCG01 Permit requirements and information, including NCG01 submittal process; and
- NCDEQ Checklist.

Task 7.1 Deliverable (Digital Submittal):

- *Compiled Erosion and Sedimentation Control Permit Application and supporting documents*

8. Preliminary Design

8.1 Preliminary Design Submittal (60% Plans)

The preliminary design submittal task includes preparation of the construction design plans, supporting calculations, and documents, etc. and must be at an appropriate level of completeness sufficient to accurately identify, address, and resolve critical impacts to utilities, traffic, erosion control, permitting, private property, methods of construction, project special provisions, and associated costs. The preliminary design submittal shall identify properties outside of the public works site impacted by the construction of the project as recommended in the technical memorandum included in Task 5 for the review and comment by the OWNER, utilities, and the appropriate permitting agencies.

Storm Drainage Improvements:

The design will be split into two (2) phases (Phase 1 and Phase 2) and shall include storm drainage improvements primarily along the main 84-inch storm drain trunk line within the Public Works Complex from Skinner Street to Beatty Street. Phase 1 will be from Skinner Street to the existing storm structure at the Beatty Street right-of-way. Phase 2 will begin where Phase 1 ended, at the existing storm structure at the Beatty Street right-of-way, to the storm drain pipe outlet into the existing open channel and include the pipe crossing underneath the CSX Railroad. Please refer to Figure 1 for an approximate phase line.

The expected length of the main 84-inch storm drain trunk line is approximately 2,000 linear feet with necessary repair or demolition of existing structures and piping to repair or replace the existing storm drain system. The improvements shall be identified on 1/2 plan and 1/2 profile sheets at a scale of 1"=20' horizontal and 1"=4' vertical, and cross-sections sheets at a scale of 1" = 5', or as directed by the OWNER. Storm drain profiles will not be provided for the sections of the storm drain system where pipe repair improvements are provided.

The following items will be included in the preliminary submittal at a 60% design level:

- Cover Sheet listing the project name, OWNER project number, vicinity map, project features, public improvement quantities, scale, legend, sheet layout, index of sheets, specification reference; and approvals;
- General Notes sheet including general notes for physical features, materials, etc.; abbreviations; standards; any standard notes provided by the OWNER; etc.;
- Plan and Profile sheets with the location (plan and profile) of proposed storm drainage features (channels, pipes, structures, manholes, drop inlets, energy dissipaters, etc.). Proposed storm drainage alignments shall include an independent profile. The plan and profile sheets must be at an appropriate level of completeness to accurately identify at a minimum:
 - Proposed stormwater alignments;
 - Profiles stormwater profile with cover and conflicts shown;
 - Potential utility conflicts;
 - Constructability concerns and limitations;
 - Potential water and sewer relocations required;
 - Potential private utility conflicts (i.e. large fiber optic duct banks);
 - Potential key stake holders;
 - Any proposed items that may exceed the typical cost expectations; and
 - Any other concerns which may affect the remainder of planning and construction (wetlands, stream impacts, graveyards, railroads etc.).

Exhibit A – Engineer’s Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

- Existing and proposed improvements identified and labeled on the plans shall include length, size, inverts, rims, structure dimensions, and type of material, slope, and detail number along with the method of construction, either brick / block, precast concrete, or cast-in-place concrete. Storm drainage structure design shall conform to current City of Greenville and NCDOT Specifications.
- For culverts or bridges, the culvert opening size or span arrangement for the site, along with overall plan and elevation views and typical section(s).
- Existing and proposed conditions including construction work areas, roadways, structures, public and private utilities, vegetation, fences, etc. in addition to existing features that may be impacted by construction (fences, trees, sheds, etc.) and the party responsible for removal and/or re-establishment.
- Identification of proposed removal, replacements, or installations for existing and proposed features that will be affected by the construction of proposed improvements such as curb and gutter, sidewalk, fence, driveway, asphalt replacement, vegetation, sheds, etc. Labels must be included indicating the responsible party for removal and/or re-establishment that include length, size, material, and detail number (if applicable). Vegetation and trees greater than 12" in diameter and ornamental vegetation within the easement and work areas shall be designated as removed or protected.
- Updated property OWNER information per the best available data to include the existing deed title lines, existing and proposed right-of-way lines, proposed property lines, existing and proposed easements, and proposed temporary construction easements. Fee simple, right-of-way and/or easements shall be sufficient to encompass improvements, including landscaping. For each property, the OWNER tax code designation, the deed book and page number, parcel number, and street address as well as names of property OWNERS shall be shown.
- Establishment and completion of the limits of construction, temporary construction easements, and permanent easements.
- Cross-sections and typical cross sections of open channels showing existing and proposed dimensions, including oversized modular block walls and other bank stabilization techniques to determine cut and fill quantities;
- Traffic control and/or construction phasing plans that include a phasing sequence listing work in each phase, traffic control diagrams and details of each phase, and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements. Construction Phasing

sheet(s) will identify work areas by phases in order to reduce the interruptions to the Public Works services and staff. The design must also address and include traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements. These plans will adhere to the following:

- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions;
 - The current edition of the “North Carolina Supplement to the MUTCD, Part VI; NCDOT;
 - “The State Policy and Procedure for Traffic Control Through Construction Work Zones”; and
 - The current edition of the “Highway Design Branch Roadway Design Standards”, with subsequent revisions.
- Larger Non-Standard Structure/Drainage Details are envisioned to be precast concrete structures with requirements for the contractor to provide professional engineer sealed shop drawings during construction. Structural details designed, included in the design plan set, and sealed by a professional engineer are not envisioned, and therefore not included. Any structural design shall be considered additional services.
 - This task also includes the design of public utilities relocations, and the development of construction plans and supporting documents. Public utility relocation design including up to 100 LF of 8-inch sanitary sewer main and 100 LF of 6-inch water main. These relocations will be shown on Utility Plan and Profile sheets.

Construction Plans for Submittal:

The proposed storm drainage improvement construction plans and documents and shall include, but not limited to, the following (Phase 1 and 2 will be separate plan sets that each contain the following):

- Cover and General Notes Sheets;
- Existing Conditions and Demolition Plan Sheet(s);
- Proposed Site Plan Sheet(s);
- Proposed Storm Drainage Plan and Profile Sheet(s);
- Proposed Utility Relocation Plan and Profile Sheet(s) (if required);
- Proposed Traffic Control and Project Phasing Plans;
- Proposed Erosion Control Plans; and
- Detail Sheet(s)

The task also includes one (1) review meeting with the OWNER to receive and discuss review comments.

Task 8.1 Deliverables (Digital Submittal):

- *Phase 1 Preliminary Design (60%) - Construction Plan Set*
- *Phase 2 Preliminary Design (60%) - Construction Plan Set*

9. Final Design

9.1 Draft Design Submittal (90% Plans)

Following the review of the preliminary design plans (60% design), the CONSULTANT shall finalize the design incorporating review comments as appropriate. This submittal shall include items listed in Task 8 and any other items that were noted during the preliminary design plan review.

The CONSULTANT shall provide plans and/or text documents that address and/or respond to comments made by OWNER staff (if required).

An Engineer's Opinion of Probable Construction Cost (OPCC) will be provided at the 90% draft design submittal. The EOPCC will be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the CONSULTANT.

Task 9.1 Deliverables (Digital Submittal):

- *Phase 1 Draft Design (90%) - Construction Plan Set*
- *Phase 2 Draft Design (90%) - Construction Plan Set*
- *Phase 1 & 2 Draft Design (90%) – Opinion of Probable Construction Cost (OPCC)*
- *Preliminary Design (60%) Submittal – Owner Comment Response Document (if required)*

9.2 Final Design Submittal (100% Plans – Released for Bid)

The CONSULTANT shall develop final design plans and specifications in sufficient form and detail for the OWNER to bid the construction contracts. The final design shall include the final version of items required in the Draft Final Design (90%) submittal.

Task 9.2 Deliverables (Digital Submittal):

- *Phase 1 Final Design - Plan Set (Sealed - Released for Bid)*
- *Phase 2 Final Design - Plan Set (Sealed - Released for Bid)*
- *Phase 1 & 2 Final Design – Opinion of Probable Construction Cost (OPCC)*
- *Preliminary Design (90%) Submittal – Owner Comment Response Document (if required)*

10. Project Manual Preparation

The CONSULTANT shall utilize the CONSULTANT's standard specifications that will be combined with EJCDC Contract for Construction of a Large Project contract language. The CONSULTANT will provide the required technical specifications for this project. This contract and associated specifications will be provided to the City for review during the 90% and 100% Submittals. The CONSULTANT shall await City approval of the 90% submittal before completing the documents. The specifications and special provisions for the Project shall include any item associated with the proposed storm drainage improvements, utility relocations, traffic control, erosion control, and condition of agency approval that is not adequately described by the most current edition of NCDOT Standard Specifications for Roads and Structures or a City Standard Special Provisions. The specifications and project special provisions document shall be sealed by a registered Professional Engineer and submitted to the City for review and approval.

The project is being federally funded by the American Rescue Plan Act (ARPA), and the construction contract will contain federally required documentation associated with the Davis-Bacon.

Task 10 Deliverables (Digital Submittal):

- *Phase 1 - Draft Design (90%) Submittal - Project Manual*
- *Phase 1 - Final Design (100% - Released for Bid) Submittal – Project Manual*
- *Phase 2 - Draft Design (90%) Submittal - Project Manual*
- *Phase 2 - Final Design (100% - Released for Bid) Submittal – Project Manual*

11. Phase 1 - Bid Phase Services

The Engineer will provide the following bid services for Phase 1 of the project, including:

- Preparation of construction bidding documents, proposal bid forms, and bond forms;
- Reproduction of the plans and documents for bidding;
- Advertise the project;
- Maintenance of the bidder's log;
- Attending and conducting the pre-bid meeting;
- Attending and conducting the bid opening;
- Issue up to two (2) addendums;
- Provide clarifications and information as requested by bidders;
- Tabulation of the bids received;
- Reviewing the bid packages for compliance with the contract requirements; and
- Recommendation of the contractor.

12. Unspecified Additional Services

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Unspecified Additional Services". The CONSULTANT will provide Unspecified Additional Services only upon receipt of written authorization from the OWNER. To the extent possible, the CONSULTANT will notify the OWNER in advance if the need for Unspecified Additional Services is anticipated. Additional Unspecified Services include:

- Additional Hourly Services not listed above under "Scope of Services."
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the OWNER.

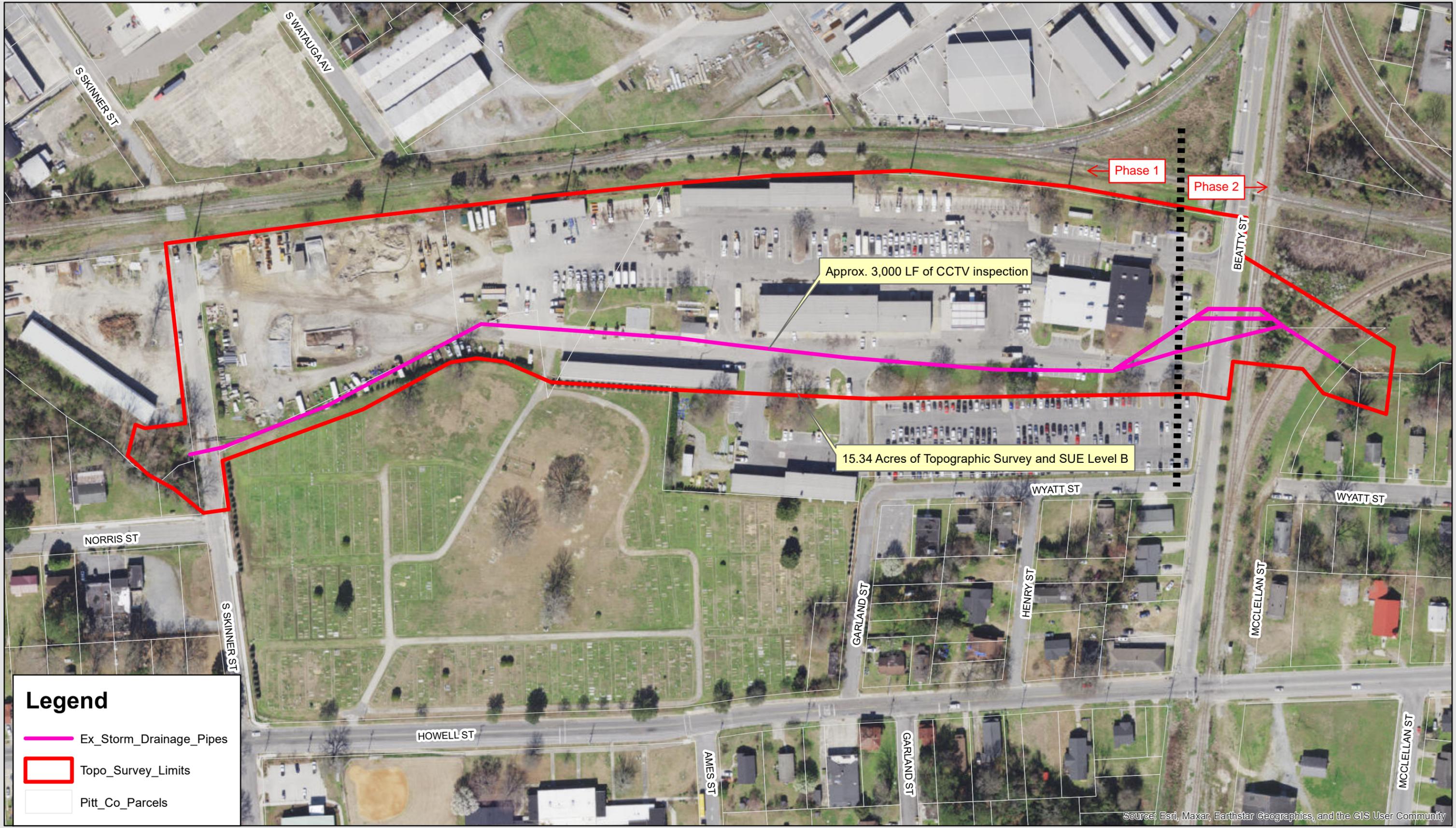
13. Reimbursables

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

SCOPE EXCLUSIONS

These following services are excluded from this scope and would be considered additional services:

- Easement platting services;
- Easement acquisition services;
- Phase 2 Bid Phase services;
- Any permits not specifically described in Task 7;
- Any railroad permits and/or encroachment agreements;
- Any USACE/NCDEQ water quality permitting including 401/404/PCN CWA;
- Water/sewer conflict utility design services beyond those described in Task 8;
- Presentations to City Council; and
- Traffic signal modifications.



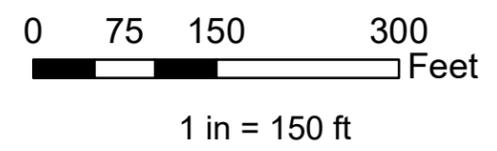
Legend

- Ex_Storm_Drainage_Pipes
- Topo_Survey_Limits
- Pitt_Co_Parcels

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Greenville PW Yard Stormwater Improvements Figure 1 - Scoping Map



10/20/2022

| ID | Task Mode | Task Name | Duration | Start | Finish | Timeline | | | | | | | | | | | |
|----|-----------|--|-----------------|--------------------|--------------------|----------|-----|-------------|--|-----|-------------|--|-----|-------------|--|-----|-----|
| | | | | | | Nov | Dec | Qtr 1, 2023 | | Mar | Qtr 2, 2023 | | Jun | Qtr 3, 2023 | | Aug | Sep |
| 1 | | Public Works Stormwater Pipe Improvements | 212 days | Tue 12/6/22 | Wed 9/27/23 | | | | | | | | | | | | |
| 2 | | City issues Notice to Proceed to WK Dickson | 1 day | Tue 12/6/22 | Tue 12/6/22 | | | | | | | | | | | | |
| 3 | | Getting subs under contract | 5 days | Wed 12/7/22 | Tue 12/13/22 | | | | | | | | | | | | |
| 4 | | Field Survey, CCTV, Borings, and Water Sample | 50 days | Wed 12/14/22 | Tue 2/21/23 | | | | | | | | | | | | |
| 5 | | Existing Conditions H&H Modeling | 65 days | Wed 12/7/22 | Tue 3/7/23 | | | | | | | | | | | | |
| 6 | | Proposed Conditions H&H Modelings | 15 days | Wed 3/8/23 | Tue 3/28/23 | | | | | | | | | | | | |
| 7 | | Technical Recommendation Memo | 20 days | Wed 3/8/23 | Tue 4/4/23 | | | | | | | | | | | | |
| 8 | | City Review of Draft Report | 5 days | Wed 4/5/23 | Tue 4/11/23 | | | | | | | | | | | | |
| 9 | | Technical Memo Review Meeting | 1 day | Thu 4/13/23 | Thu 4/13/23 | | | | | | | | | | | | |
| 10 | | Final Design Recommendation Memo Submittal | 10 days | Fri 4/14/23 | Thu 4/27/23 | | | | | | | | | | | | |
| 11 | | Preliminary Design (60% Plans) | 35 days | Wed 4/5/23 | Tue 5/23/23 | | | | | | | | | | | | |
| 12 | | SUE Survey Field Work | 20 days | Fri 4/28/23 | Thu 5/25/23 | | | | | | | | | | | | |
| 13 | | Submittal of 60% Plans to City | 1 day | Wed 5/24/23 | Wed 5/24/23 | | | | | | | | | | | | |
| 14 | | City Review of 60% Design | 5 days | Thu 5/25/23 | Wed 5/31/23 | | | | | | | | | | | | |
| 15 | | 60% Design Review Meeting | 1 day | Fri 6/2/23 | Fri 6/2/23 | | | | | | | | | | | | |
| 16 | | Draft Design 90% Plan Production | 18 days | Mon 6/5/23 | Wed 6/28/23 | | | | | | | | | | | | |
| 17 | | City Review of 90% Design | 5 days | Thu 6/29/23 | Wed 7/5/23 | | | | | | | | | | | | |
| 18 | | Permitting Submittal and Agency 1st Review | 35 days | Thu 6/29/23 | Wed 8/16/23 | | | | | | | | | | | | |
| 19 | | Final 100% Design Plans (RFB) Production | 15 days | Thu 7/6/23 | Wed 7/26/23 | | | | | | | | | | | | |
| 20 | | City Receives 100% Plans | 1 day | Thu 7/27/23 | Thu 7/27/23 | | | | | | | | | | | | |
| 21 | | Phase 1 Out for Bid | 30 days | Thu 8/17/23 | Wed 9/27/23 | | | | | | | | | | | | |

Project: Public Works SW Pipe Improv Design Sche
Date: Mon 11/14/22

| | | | | | | | | | |
|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
| Task | | Project Summary | | Manual Task | | Start-only | | Deadline | |
| Split | | Inactive Task | | Duration-only | | Finish-only | | Progress | |
| Milestone | | Inactive Milestone | | Manual Summary Rollup | | External Tasks | | Manual Progress | |
| Summary | | Inactive Summary | | Manual Summary | | External Milestone | | | |

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

Owner's Responsibilities

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

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [N/A]

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

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

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

1. A Lump Sum amount of not to exceed \$497,295.50 based on the following estimated distribution of compensation:

| | |
|--|-------------|
| 1. Project Administration | \$41,420.00 |
| 2. Field Surveys | \$39,500.00 |
| 3. Subsurface Survey Work | \$42,142.50 |
| 4. Geotechnical and Environmental Evaluation | \$36,529.00 |
| 5. Stormwater H&H Modeling | \$48,228.00 |
| 6. Utility Coordination | \$17,496.00 |
| 7. Permitting | \$14,740.00 |
| 8. Preliminary Design | \$57,834.00 |
| 9. Final Design | \$78,936.00 |
| 10. Project Manual Preparation | \$50,652.00 |
| 11. Bid Phase Services | \$14,818.00 |
| 12. Unspecified Additional Services | \$50,000.00 |
| 13. Reimbursables | \$5,000.00 |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. ~~In addition to~~ Included in the Lump Sum, Engineer is ~~also~~ entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): Not-To-Exceed **\$5,000**
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred 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 11 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

| | |
|---------------------------|----------------------|
| 8"x11" Copies/Impressions | at cost |
| Copies of Drawings | at cost |
| Mileage (auto) | \$ [IRS Rate]/mile |
| Air Transportation | at cost |
| CAD Charge | \$ []/hour |
| Laboratory Testing | at cost |
| Health and Safety Level D | \$ []/day |
| Health and Safety Level C | \$ []/day |
| Meals and Lodging | at cost |

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | | |
|----|---|----------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability -- | |
| | 1) Bodily injury, each accident: | \$([]) |
| | 2) Bodily injury by disease, each employee: | \$([]) |
| | 3) Bodily injury/disease, aggregate: | \$([]) |
| c. | General Liability -- | |
| | 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000.00 |
| | 2) General Aggregate: | \$2,000,000.00 |
| d. | Excess or Umbrella Liability -- | |
| | 1) Per Occurrence: | \$5,000,000.00 |
| | 2) General Aggregate: | \$5,000,000.00 |
| e. | Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | | \$1,000,000.00 |
| f. | Professional Liability -- | |
| | 1) Each Claim Made | \$1,000,000.00 |
| | 2) Annual Aggregate | \$1,000,000.00 |
| g. | Other (specify): | \$([]) |

2. By Owner:

- | | | |
|----|------------------------|-----------|
| a. | Workers' Compensation: | Statutory |
|----|------------------------|-----------|

Exhibit G – Insurance.

b. ~~Employer's Liability~~

- 1) ~~Bodily injury, Each Accident~~ _____ \$[]
- 2) ~~Bodily injury by Disease, Each Employee~~ _____ \$[]
- 3) ~~Bodily injury/Disease, Aggregate~~ _____ \$[]

c. ~~General Liability~~

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

d. ~~Excess Umbrella Liability~~

- 1) ~~Per Occurrence:~~ _____ \$[]
- 2) ~~General Aggregate:~~ _____ \$[]

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

_____ \$[]

f. ~~Other (specify):~~ _____ \$[]

B. *Additional Insureds:*

1. ~~The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

a. []
Engineer

b. []
Engineer's Consultant

c. []
Engineer's Consultant

d. []
{other}

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 policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

| | |
|----------------------------------|----------|
| Original agreement amount: | \$ _____ |
| Net change for prior amendments: | \$ _____ |
| This amendment amount: | \$ _____ |
| Adjusted Agreement amount: | \$ _____ |

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

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 _____, _____.

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between WK Dickson & Co., Inc., a Corporation (“Contractor”), and City of Greenville, NC, a City (“Unit”), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
 3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
 4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
 5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
 6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
 7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
 8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
 9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those

workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).

10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
11. “Subcontract” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. “Subcontractor” shall mean an entity that receives a Subcontract.
13. “Subrecipient” shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. “Tier” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. “Unit” shall have the meaning indicated in the preamble to this Addendum.

II. Equal Employment Opportunity

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with,

litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
 10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

III. Copeland "Anti-Kickback" Act

- A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.

IV. Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (Overtime Requirements), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (Overtime Requirements), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV.A. (Overtime Requirements), above.
- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

V. Rights to Inventions Made Under a Contract or Agreement

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below.¹ “Government purposes” means use only for the direct purposes of the Government. Without the copyright owner’s consent, the Government may not extend its federal license to any other party.
1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
 2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury’s license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, “subject data” means “recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract.” Examples of “subject data” include, but are not limited to, “computer software, standards, specifications,

engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract.”

VI. Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

VII. Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor’s principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor’s principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters.² This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. Byrd Anti-Lobbying Amendment

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. Procurement of Recovered Materials

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA’s website.³ Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. Prohibition on Contracting for Covered Telecommunications Equipment or Services

A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.

1. “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
2. “Covered Foreign Country” means the People’s Republic of China.
3. “Covered Telecommunications Equipment or Services” means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
4. “Critical Technology”⁴ means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).
5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately

delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
 - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment that:
 - i. Is not used as a Substantial or Essential Component of any system and
 - ii. Is not used as Critical Technology of any system.
 - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 (d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
 2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
 - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.
- E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

XI. Domestic Preferences for Procurements

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

XII. Solicitation of Minority and Women-Owned Business Enterprises

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. Access to Records

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other

investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

XIV. Conflicts of Interest; Gifts and Favors

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c) (1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and -234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

XV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.⁵

XVI. Other Non-Discrimination Statutes

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

XVII. Miscellaneous

- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. Conflicts and Interpretation

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

[Remainder of Page Intentionally Left Blank]

CONTRACTOR

By: Scott Sigmon
A61G789G8E0646A...

Name: Scott Sigmon

Title: Vice President

UNIT:

By: _____

Name: _____

Title: _____

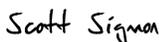
[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]

ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, WK Dickson & Co., Inc., certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

A61C783C8E9646A...

Signature of Contractor’s Authorized Official

Scott Sigmon, Vice President
Name and Title of Contractor’s Authorized Official

11/21/2022
Date



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Ordinance to Amend the Manual of Fees to Update Fees as related to Parking Fees and Parking Penalties

Explanation: The following is a summary of proposed updates to the Fiscal Year 2022-23 Manual of Fees to reflect implementation of the Council adopted 2023 Uptown Parking Plan effective January 1, 2023:

Fee adjustments made to Parking Fees:

| <u>Service</u> | <u>Current Fee</u> | <u>Proposed Fee</u> |
|---|---------------------------------------|---|
| E-Tag Limited Time Zone Parking | \$75 per year | Delete |
| Merchant Lot* | \$60 per month/per space | Delete |
| Harris Lot* | \$60 per month/per space | Delete |
| Blount Harvey Lot* | \$60 per month/per space | Delete |
| Edwards Lot* | \$60 per month/per space | Delete |
| Uptown City Owned & Operated Surface Lots (Excluding Chico's Lot) | 2 Hour Free Parking | First Hour Free; \$0.75 Per Hour After First; No Maximum Hours (Paid by Plate) |
| Chico's Surface Lot | \$0.75 per Hour; Maximum of Two Hours | First Hour Free; \$0.75 Per Hour After First; Two Hour Maximum (Paid by Plate) |
| Parking Deck | \$6.00 per day | First Hour Free: \$0.75 Per Hour After First; No Maximum; 24 Hour Enforcement (Paid by Plate) |
| Uptown City On-Street Parking | 2 Hours Free Parking | First Hour Free; \$1.00 per Hour After First; Three Hour Maximum (Paid by Plate) |

| | | |
|--|--------|---|
| Uptown Employee / Employer Permit | - | \$20 per Month (Increase by \$1.00 per year) |
| Uptown Residential Reserved | - | \$70 per month (Increase by \$1.00 per year) |
| Uptown Residential Unreserved | - | \$50 per month (Increase by \$1.00 per year) |
| 1-Hour Limit | \$0.75 | Delete |
| Surface Lot - All Day (Except Chico's - 2-Hour Max) | \$6.00 | Delete |
| Lost Ticket Fee | - | \$20.00 |

Fee adjustments made to Parking Penalties:

| <u>Service</u> | <u>Current Fee</u> | <u>Proposed Fee</u> |
|--|--------------------|---------------------|
| Overtime Parking Downtown | | |
| If Paid within 10 Calendar Days - First Offense | - | - |
| If Paid within 10 Calendar Days - Second Offense | \$5.00 | \$10.00 |
| If Second Offense paid between the 11th Calendar Day After Issuance and the 30th Day | - | \$25.00 |
| If Second Offense paid after 30 days | - | \$40.00 |
| If Paid within 10 Calendar Days - Third Offense (and thereafter) | \$10.00 | \$20.00 |
| If Third Offense (and thereafter) paid between the 11th Calendar Day after issuance and the 30th Day | - | \$35.00 |
| If Third Offense (and thereafter) paid after 30 days | \$15.00 | \$50.00 |
| If Paid within 10 Calendar Days - Fourth Offense (and thereafter) | \$20.00 | Delete |
| <u>Parking Fees Meters</u> | | |

| | | |
|-----------------------------|--------|--------|
| City Meters - Single Post | \$0.25 | Delete |
| Pay by License Plate | | |
| 1-Hour Limit | \$0.75 | Delete |
| 2-Hour Maximum | \$1.50 | Delete |
| Parking Deck - All Day | \$6.00 | Delete |

Fiscal Note: The adjustment to the Manual of Fees is necessary to reflect the parking fees and parking penalties included in the 2023 Uptown Parking Plan adopted by Council on June 27, 2022.

Recommendation: Approve the proposed adjustments to the Manual of Fees

ATTACHMENTS

 [Parking Ordinance Amend Manual of Fees.docx](#)

ORDINANCE NO. 22-
AN ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO PARKING FEES
AND PARKING PENALTIES

WHEREAS, an amendment to the Manual of Fees is required to update fees relating to Parking Fees and Parking Penalties;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1: That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by updating the Manual of Fees as follows:

Parking Fees

| <u>Service</u> | <u>Current Fee</u> | <u>Proposed Fee</u> |
|---|---------------------------------------|---|
| E-Tag Limited Time Zone Parking | \$75 per year | Delete |
| Merchant Lot* | \$60 per month/per space | Delete |
| Harris Lot* | \$60 per month/per space | Delete |
| Blount Harvey Lot* | \$60 per month/per space | Delete |
| Edwards Lot* | \$60 per month/per space | Delete |
| Uptown City Owned & Operated Surface Lots (Excluding Chico's Lot) | 2 Hour Free Parking | First Hour Free; \$0.75 per Hour After First No Maximum Hours (Paid by Plate) |
| Chico's Surface Lot | \$0.75 per Hour; Maximum of Two Hours | First Hour Free; \$0.75 per Hour After First Two Hour Maximum (Paid by Plate) |
| Parking Deck | \$6.00 per day | First Hour Free: \$0.75 per hour After First No Maximum; 24 Hour Enforcement (Paid by Plate) |
| Uptown City On-Street Parking | 2 Hours Free Parking | First Hour Free; \$1.00 per Hour After First Three Hour Maximum (Paid by Plate) |
| Uptown Employee / Employer Permit | - | \$20 per Month (Increase by \$1.00 per year) |
| Uptown Residential Reserved | - | \$70 per month (Increase by \$1.00 per year) |

| | | |
|---|--------|---|
| Uptown Residential Unreserved | - | \$50 per month (Increase by \$1.00 per year) |
| 1-Hour Limit | \$0.75 | Delete |
| Surface Lot - All Day (Except Chico's - 2-Hour Max) | \$6.00 | Delete |
| Lost Ticket Fee | - | \$20.00 |

Parking Penalties

| <u>Service</u> | <u>Current Fee</u> | <u>Proposed Fee</u> |
|---|---------------------------|----------------------------|
| Overtime Parking Downtown | | |
| If Paid within 10 Calendar Days - First Offense | - | - |
| If Paid within 10 Calendar Days - Second Offense | \$5.00 | \$10.00 |
| If Second Offense paid between the 11th Calendar Day After Issuance and the 30th Day | - | \$25.00 |
| If Second Offense paid after 30 days | - | \$40.00 |
| If Paid within 10 Calendar Days - Third Offense (and thereafter) | \$10.00 | \$20.00 |
| If Third Offense (and thereafter) paid between the 11th Calendar Day after issuance and the 30th Day | - | \$35.00 |
| If Third Offense (and thereafter) paid after 30 days | \$15.00 | \$50.00 |
| If Paid within 10 Calendar Days - Fourth Offense (and thereafter) | \$20.00 | Delete |
| <u>Parking Fees Meters</u> | | |
| City Meters - Single Post | \$0.25 | Delete |
| <u>Pay by License Plate</u> | | |
| 1-Hour Limit | \$0.75 | Delete |
| 2-Hour Maximum | \$1.50 | Delete |
| Parking Deck - All Day | \$6.00 | Delete |

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is

hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective immediately upon its adoption.

This the 5th day of December, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Updates to the City's Financial Policy

Explanation: The City has established financial policies and guidelines to oversee the custody of the City's financial and operating assets and to establish internal controls to ensure fiscal responsibility over City operations in compliance with Generally Accepted Accounting Principals and Governmental Accounting Standards. The Financial Policy guidelines establish reasonable parameters for the financial operations of the City to ensure that operating and capital needs are met while maintaining financial sustainability.

Due to new guidance from the NC State Treasurer's Local Government Commission (LGC) developed in 2021, staff recommends updating the Financial Reserves section of the Financial Policy to reflect the updated calculation method for General Fund available fund balance. This new calculation was provided as a performance indicator for all annual audits across the State last year. Changes to the Financial Reserves section will update the General Fund unassigned calculation to the new LGC recommended available fund balance calculation.

Fiscal Note: No Fiscal Impact

Recommendation: Approve the updates to the City of Greenville Financial Policy

ATTACHMENTS

 [COG Financial Policy.DOCX](#)

 [Updated Financial Reserve Section of the COG Financial Policy.docx](#)

City of Greenville

Financial Policy

Authority: North Carolina General Statute 159;
Governmental Accounting Standards
Board Standards and Guidance

Supersedes: Financial Policy; Electronic Payments &
Accounts Payable Policy; Investment
Policy; Identity Theft Detection and
Prevention Policy

Review Responsibility: Financial Services

Approval Authority: City Council

Date: December 5, 2022

Table of Contents

| | |
|---------------------------------------|----|
| INTRODUCTION | 3 |
| ACCOUNTS PAYABLE | 4 |
| FINANCIAL RESERVES | 7 |
| DEBT MANAGEMENT | 8 |
| BUDGET DEVELOPMENT | 10 |
| CASH MANAGEMENT AND INVESTMENTS | 12 |
| IDENTITY THEFT PREVENTION | 13 |
| REVENUE COLLECTION | 13 |
| CAPITAL IMPROVEMENT PLAN | 14 |
| FIXED ASSETS | 16 |
| VEHICLE REPLACEMENT | 18 |

INTRODUCTION

This policy is to serve as guidance for all City departments in execution of financial operations within the City of Greenville organization. While it does not address all possible scenarios related to financial operations in the City, it does create a framework to allow the City to meet the needs of its citizens, as well as the goals and priorities set forth by City Council.

Any exception or override to the policies listed in this document will require written approval by the Finance Officer, the City Manager, or his/her designee.

Upon activation of the City of Greenville Emergency Operations Plan, this policy is hereby inactive, and the City of Greenville will follow the financial operation policies and procedures outlined in the Emergency Operations Plan.

The City of Greenville Financial Policy (2016), Electronic Payments and Accounts Payable Policy (2017), Investment Policy (2012), and Identity Theft Detection and Prevention Policy (2009) are all hereby repealed, and shall be replaced with the City of Greenville Financial Policy (2020). This policy shall be effective immediately upon City Council approval and shall supersede all previous financial policies.

The City shall designate a Finance Officer to monitor and enforce financial operations for the City, as outlined by this policy document. This includes signing City of Greenville purchase orders, contracts, and agreements as part of the Pre-Audit Certification for the disbursement of funds, as well as signing City of Greenville cash disbursements, as authorized by NC General Statute 159-28. The Finance Officer may recommend designation of Deputy Finance Officers by resolution of City Council, to perform the same duties in the absence of the Finance Officer.

ACCOUNTS PAYABLE

The City procures goods and services through a decentralized purchasing process, and maintains the ability to process payments of all invoices by manual check, electronic funds transfer, and purchasing cards. Invoices for goods and services are addressed to, and received by, the various City departments. City departments are responsible for establishing controls to ensure items invoiced have been received in accordance with City policies and procedures.

INVOICE PROCESSING

All City departments are responsible for ensuring invoices received are processed in the City financial system and approved via approval workflow within 30 days of the receipt of the invoice. All payment requests must be validated by Financial Services for proper documentation. All City departments are responsible for ensuring all items invoiced have been received, in accordance with City policies and procedures, based on controls established/approved by Financial Services. The invoice entry and approval process is provided on the City's Cognet portal, under the Munis Payment Process procedure.

All goods and services over \$1,000 must be purchased via Purchase Order. Direct Invoicing shall only be used in the event that a vendor does not accept purchasing cards or purchase orders, and the invoice amount is under \$1,000. All purchases, by any method, made by the City must be pre-audited by the City Finance Officer, or Deputy Finance Officer(s), in accordance with NCGS 159-28.

To ensure the City is in compliance with the requirements of G.S. 159-28 (d), the Finance Director must provide sufficient internal controls to ensure the following guidelines are followed:

- All expenditures must be authorized by the annual budget ordinance or an adopted capital budget.
- Sufficient remaining budget amounts must be available before the purchase is made.
- Adequate cash balances must be available to fund the purchase.
- All purchases must be in compliance with the City of Greenville Purchasing Procedures Manual.
- Purchases guided by this policy will be included in the financial records each month and encumbered.
- All purchases must be transacted exclusively for the operations and capitalized spending of the City. Purchases cannot be transacted for personal benefit.

PURCHASING CARDS

Purchasing cards may be used for purchases under the \$1,000 single transaction threshold, with any threshold increases requiring justification and approval of the Finance Officer. Any City

employee requesting a purchasing card must complete an enrollment form requiring approval from the Department Head and Finance Officer.

All City employees in possession of a purchasing card must adhere to the expectations set forth in this Financial Policy and the Purchasing Card Administrative Procedure. Any violation of these policies and procedures requires immediate action, including a written notice to the supervisor and Department Head. Repeated violations result in cancellation of the purchasing card and can result in disciplinary action up to and including termination, in accordance with the City's Personnel Policies. Each employee receives a monthly statement directly from the purchasing card issuer and must prepare a report distributing and explaining the cost of each charge to an appropriate line item and another report summarizing the charges in total by line item. These reports are routed for approval by the card holder's direct supervisor. Department Heads may elect to require additional levels of review and approval.

NEW VENDOR SET-UP/MODIFICATION

The City requires all businesses and contractors to be an active vendor in the City's financial system in order to disperse payment. In order to become an active vendor, all businesses must register with the City through the approved registration methods found on the City website. Vendors with incomplete registration information will not be accepted.

Financial Services shall be responsible for all administration of new vendor set-up, and shall maintain access to monitor vendor additions and updates in the financial system for completeness. The City shall maintain vendor records indefinitely. Deletion of vendor records within the financial system shall be prohibited.

SYSTEM ACCESS CONTROLS

Financial Services establishes the system access framework for the financial system. All financial system access is restricted with password protection, with functionality restricted through user roles. All requests for access must be approved by a Department Head and the Finance Officer. All access control is granted and removed by the Information Technology Department. To ensure adequately segregated functions, the following system securities exist within the financial management software:

- At the department level, staff that have invoice payment entry responsibilities cannot approve and post batches.
- Financial Services staff that have security for final approval of requests do not perform set-up or change invoice entry information.
- The function of approving documents is segregated from the check printing and issuance functions.
- Any City staff responsible for entering requests for payment cannot approve payment requests in the financial system.

- Financial Services staff is responsible for ensuring that all of the necessary documents have been properly matched prior to issuing payment(s) to the vendor.

INTERNAL CONTROLS

Within any accounting system, an organization is always exposed to a certain level of risks. The City of Greenville has implemented certain controls in efforts to prevent and reduce risk exposure. While these controls are set in place, they are only able to provide reasonable assurance of effectiveness because it is impossible to completely eradicate the occurrence or the possible occurrence of fraudulent activity. The controls have been listed below:

- Payments are only issued with an accompanying invoice and other supporting documentation.
- All invoices entered into the system are approved by proper workflow and by the Accounting Supervisor and/or designee.
- Purchase requisitions are prepared by City departments and approved by Supervisors/Managers and department heads.
- Purchase orders are generated by the Purchasing Division.
- Upon receiving merchandise the departments perform the necessary receiving procedures. The receiving report is then matched to other support documents within the system.
- Invoice entry payment requests also follow correct workflow and are approved by the Department Head.
- Maintenance to the master vendor file is restricted to the appropriate personnel.
- Check numbers are automatically generated by the financial system.
- Positive pay services are used so that any check not previously registered by number and amount with the bank and uploaded by the check writing software will automatically be rejected unless manually approved by the proper authority.
- The Accounts Payables are reconciled monthly by the Accounting Generalist.
- Transactions will be periodically tested by the Internal Auditor.
- A budget ordinance with appropriate budget is adopted annually to ensure funds are available for spending.
- Encumbrances are utilized within the Financial System to ensure that sufficient monies remain available in an appropriation to cover the amount that is expected to be paid out during the current fiscal year.

FINANCIAL RESERVES

The City will establish and maintain an Insurance Loss Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at no less than \$2.0 million.

In preparation of the final budget ordinance amendment of any given fiscal year, the City will review budgeted insurance loss, deductibles and premium accounts. If insurance losses, deductibles, and premiums are less than budgeted for any fiscal year, these unspent monies will be transferred to the Insurance Loss Reserve Fund for future unexpected claims, when the City is not operating at the minimum desired reserves.

Unassigned Fund Balance, as defined by GASB Statement 54, will be the portion of fund balance remaining after all other categories have been determined. These other categories are non-spendable amounts, commitments and restrictions for future expenditures, and required reserves as defined by State statutes. The City will maintain a floor of 20% of Available Fund Balance as defined by the North Carolina Local Government Commission. The City will strive to maintain 25% of Available Fund Balance, based on Local Government Commission recommendations.

Fund Balance Available percentage is defined as $(\text{Unrestricted Cash} + \text{Restricted Cash} - \text{Current Liabilities} - \text{Deferred Inflows} - \text{Encumbrances} - \text{Powell Bill Funds} + \text{Debt Service Available Fund Balance}) / (\text{Total Expenditures} + \text{Transfers Out} - \text{Long Term Debt Issued} - \text{Debt Refunding})$.

The City Council may, from time to time, appropriate available fund balances that will reduce available fund balances below the 20.0% threshold for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Greenville. In such circumstances, the City Council will adopt a plan to restore the unassigned fund balance to or above the threshold within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the City Council will establish a different but appropriate time period.

The City will establish and maintain reserves in the Health Insurance Fund to pay for needs caused by unforeseen health claims, medical emergencies, and infrastructure improvements for the City Health Clinic. This reserve will be maintained at no less than 50% of the current annual budget in the fund.

DEBT MANAGEMENT

The City will confine long-term borrowing to capital improvement or projects that cannot be paid for from current revenues or fund balance except where approved justification is provided. The City will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.

When the City finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be calculated at least every two years and included in the review of financial trends.

Where feasible, the City will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.

Prior to the issuance of new General Obligation (GO) debt, consideration shall be given to forecasted tax rate requirements, ratio of net GO debt to assessed taxable value, net GO debt per capita, and debt service payments to General Fund operating budget.

Direct net debt as a percentage of total assessed value of taxable property should not exceed 2.5%. Direct net debt is defined as any and all debt that is tax-supported.

The ratio of direct debt service expenditures as a percent of total governmental fund expenditures will be targeted to remain at or below 10.0% but in any case should not exceed 12.0% with an aggregate direct debt ten-year principal payout ratio target of 60.0% or better.

The City recognizes the importance of underlying and overlapping debt in analyzing financial condition. The City will regularly analyze total indebtedness including underlying and overlapping debt.

The City may employ municipal finance professionals to assist in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors.

The City shall use the Comprehensive Annual Financial Report (the “CAFR”) as the disclosure document for meeting its obligation under SEC Rule 15c2-12 to provide certain annual financial information to the secondary debt market via various information repositories. Continuing Disclosure is required by January 31 of each year.

The City will select a method of sale that is the most appropriate in light of the financial market, transaction-specific conditions, City-related conditions, and in accordance with State law.

The City will use fixed-rate debt in most cases to finance its capital needs; however, the City may issue variable-rate debt up to 15 % of its total debt portfolio, when necessary.

Debt structures that result in significant “back loading” of debt should be avoided.

The Financial Services Director will maintain good communication with bond rating agencies

- The Financial Services Director will provide periodic updates on the City’s financial condition.
- Required disclosure on every financial report and bond prospectus will be followed.
- The City may request ratings prior to the sale of securities from the major rating agencies for municipal bond issues.

The City will strive to achieve and maintain the current credit rating awarded by the municipal bond rating agencies.

The City may undertake refinancing of outstanding debt:

- When such refinancing allows the City to realize significant debt service savings (net present value savings equal to at least 2.0 percent of the refunded par amount) without lengthening the term of refinanced debt and without increasing debt service in any subsequent year; or
- When the public policy benefits outweigh the costs associated with the issuance of new debt and any increase in annual debt service; or
- When a restrictive covenant is removed to benefit of the City.

The Financial Services Director shall maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements for the federal tax code.

BUDGET DEVELOPMENT

The City will develop the budget in conjunction with a stated program of performance objectives and measures in which to gauge progress toward meeting those objectives.

The Financial Services Department will maintain a system for monitoring the City's budget during the fiscal year. This system will provide opportunity for departments and management to monitor and evaluate monthly financial information on expenditures and performance at both the department and fund level. Included will be provisions for amending the budget during the year in order to address unanticipated needs, emergencies, or compliance with State of North Carolina budgetary statutes.

Budgeted contributions for non-profit agencies will continue to be limited to no more than 15.0% of the annual Community Development Block Grant ("CDBG") entitlement funds.

For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services. The City Council shall determine the appropriate cost recovery level when establishing user fees. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery attainment levels, to compare them to the current fee structure, and to recommend adjustments where necessary.

The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue updates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, and/or use of fund balance.

The tax rate will be set each year based on the cost of providing general governmental services and paying debt service. Consideration will be given to future net revenue requirements for capital improvement project operational expenditure impacts and programmed debt service.

Expenditure budgets are reviewed by staff, the City Manager, and City Council prior to adoption and are continually monitored throughout the budget year. Budgeted funds will be spent for the categorical purposes for which they were intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. No appropriations of the proceeds of a debt instrument will be made except for the purpose for which such debt instrument was issued. Donations will be spent only toward the intent for which they were given.

The City will review the financial position of nonprofit corporations or organizations receiving funding to determine the entity's ability to carry out the intended purpose for which funding was granted. For organizations receiving \$20,000 or more in any fiscal year, the City shall require the nonprofit to have an audit or review performed for the fiscal year in which the funds are received and to file a copy with the City.

Annually, the City will update a five-year period forecast (for both revenues and expenditures). This forecast will assist in taking a long-term view of the financial planning of the General Fund and will assist with the preparation of the City's strategic biennial budget.

CASH MANAGEMENT AND INVESTMENTS

The City's cash management approach consolidates cash balances from all funds to maximize investment earnings (pooling of funds). The accounting for the individual fund cash balances will continue to be maintained separately. Investment income will be allocated to the individual funds based on their respective participation and in accordance with generally accepted accounting principles. Where applicable, this policy also incorporates the following Government Accounting Standards Board Statements:

- GASB Statement No. 31 - *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, implemented July 1, 1997. It should be noted that GASB Statement No. 32 amends No. 31, but only as it applies to Section 457 plans.
- GASB Statement No. 40 – *Deposit and Investment Risk Disclosure, effective July 1, 2004.*

The City has established an Investment Policy to provide safe and responsible guidelines for the investment of idle funds in the best interest of the public while fully maximizing the rate of return.

- Safety of principal is the highest objective of the Investment Policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
- The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the maturity of investments to meet the anticipated cash needs. Since all possible cash demands cannot be anticipated, the portfolio will consist largely of securities with active resale markets.
- The portfolio shall be designed with the objective of attaining a market rate of return. Return on investment is of secondary importance compared to the above described safety and liquidity objectives. The investments prescribed in this policy are limited to relatively low-risk securities; therefore, management anticipates the investment portfolio will earn a fair return relative to the risk being assumed.

The Director of Financial Services, or designee, will prepare an investment report quarterly for management to ensure consistency with aforementioned policy requirements.

IDENTITY THEFT PREVENTION

The City will follow Federal Trade Commission (FTC) requirements with respect to protecting consumer identity and customer identity information theft prevention.

Every three years, Financial Services, Internal Audit, and Information Technology will provide, to the City Manager and Assistant City Managers, the status of any incidents of identity theft detected or mitigated during the stated period, with the update being made available to the City Council.

REVENUE COLLECTION

The determination of the need for an allowance for doubtful accounts and write-offs will be based on an established method of calculation and computed and adjusted annually.

For write-offs of delinquent balances, the policy establishes thresholds to permit the timely write-off of all receivable categories. Thresholds vary dependent upon the types and circumstances of the revenue and the related State law.

CAPITAL IMPROVEMENT PLAN

The City will develop a five-year plan for capital improvement projects, review and update the plan at least biennially, and make all capital improvements in accordance with the adopted plan.

The City will maintain its physical capital assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs. Accurate information on condition, lifespan, and estimated replacement cost of these assets will be maintained wherever possible.

The City, as part of its capital planning process, will project its capital equipment and maintenance costs out to five years and will update this projection yearly. From this projection, a maintenance and replacement schedule will be developed. The CIP budget will provide for adequate maintenance and orderly replacement of physical capital assets from current revenue where possible.

The City will coordinate development of the CIP budget with development of the operating budget. Future operating costs associated with new capital improvement projects will be projected and included in operating budget forecasts.

The City will match the financing of major capital assets to the debt schedules that closely assign payments with the expected major asset life span to insure intergenerational equity.

In general, effective maintenance and operations of capital facilities should be given priority over acquisition of new facilities, unless a cost/benefit analysis indicates to the contrary. In addition, State or Federal mandates or new service demands may require acquisition of new facilities even when maintenance needs are not fully met. The City shall have an ongoing 10-year Facilities Improvement Plan to respond to maintenance and operational needs timely.

The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.

The City will seek intergovernmental assistance to finance those capital improvements that are consistent with the capital improvement plan and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.

The City will project its equipment replacement and maintenance needs for five years and will update that projection at least every two years. Using this projection, a maintenance and replacement schedule will be developed.

The City will identify the estimated costs and potential funding sources for each capital project proposed before it is submitted for approval.

The City will attempt to determine the most cost effective and flexible financing method for all new projects.

The City will match the financing of major capital assets to the debt schedules that closely assign payments with the expected major asset life span to insure intergenerational equity.

The capitalization for fixed assets resulting from purchases shall be \$5,000. Depending on the category, the threshold may apply to individual or groups of fixed assets. Fixed assets will only be capitalized if meet the definition of a fixed asset, as outlined in the Fixed Asset section of the City of Greenville Financial Policy. A physical inventory of capitalized fixed assets will be performed, either simultaneously or on a rotating basis, so that all fixed assets are physically accounted for annually.

FIXED ASSETS

The criteria for an item to be capitalized as a fixed asset are:

- **Nature of the Asset**—By its nature, the asset is intended to be used in the ordinary course of business and falls within one of the categories of fixed assets.
- **Useful Life**—The benefit provided by the asset is reasonably expected to last beyond one year.
- **Cost Basis**—The cost basis, including purchase price and other costs incurred in acquiring the asset and placing it into service, must meet or exceed the minimum capitalization threshold. The capitalization threshold for the City of Greenville is \$5,000 for all assets except Infrastructure assets for which the threshold is \$100,000.
- **Ownership**—The City of Greenville is identified as either the titled owner or legally responsible party for the asset. In cases where the entity which receives the “use and enjoyment” of the asset but is not the titled owner, the asset is considered a capital lease and recorded on the City’s books and records. Jointly funded capital assets paid for by two governmental entities should be capitalized by the entity responsible for managing the asset or future maintenance.

An asset’s useful life is the estimated number of years that an asset will be able to be used for the purpose for which it was purchased or constructed. The City of Greenville will review asset useful lives a minimum of every two (2) years to ensure they are reasonable and adjust the useful lives as necessary if it becomes apparent that actual asset useful lives are measurably longer or shorter than the estimated useful lives.

Fixed Asset Cost Basis—The value of fixed assets is recorded at the full acquisition cost. This cost includes any necessary costs to place the asset into service. The book value of assets recorded at historical acquisition costs should never be increased to reflect appraised value, insurance value, replacement cost, etc.

Contributed Capital Assets (Donated or Gifted)—GASB Statement No. 33, *Accounting and Financial Reporting for Non-Exchange Transactions*, defines a donation as a voluntary non-exchange transaction entered into willingly by two or more parties. Both parties may be governments (such as the Federal Government, another state, county or municipality) or one party may be a non-governmental entity (such as an individual). Donated property (land or buildings) must be recorded at the estimated fair market value on the date of acquisition using a reasonable market study. Other donated assets must be recorded at the estimated fair market value for the asset on the date of acquisition using a reasonable source of cost appraisal. Methods of cost appraisal must be fully documented and maintained on file to support the stated acquisition cost. Contributed assets should be depreciated based on asset class and useful life or estimated remaining useful life based on age of contributed asset.

Fixed Assets Acquired with Federal or State Grants—An asset acquired with Federal or State grants, or other restrictive funding sources, often has limitations or restrictions enforced by the granting agency. Since Federal and State grants can often have very specific guidelines which may not always coincide with this policy, contact the Fixed Assets Coordinator for evaluation of fixed asset purchases involving grant funds.

Capitalized Interest—For business-type activities and enterprise funds, if the asset meets the requirements prescribed under GASB 62, paragraph 5-22, Capitalization of Interest, actual or imputed interest (capitalized interest) costs associated with the asset should be calculated and added to the asset value.

Depreciation is the process of allocating the cost of a fixed asset over the period of time (useful life) during which the owner receives benefit from the use of the asset. Generally, at the end of an asset's useful life, the sum of the amounts charged for depreciation in each accounting period (accumulated depreciation) will equal the original cost basis of the asset. The City of Greenville will use the straight-line depreciation method (acquisition cost divided by useful life) when processing depreciation. Certain fixed assets are considered to be “non-exhaustible assets,” where their useful life is unlimited and are therefore not depreciated. Examples of non-exhaustible assets include land, right of way, and easements.

Disposal of a fixed asset occurs when the asset is sold, traded in, scrapped, abandoned, or otherwise removed from service. Disposals must be processed on a timely basis throughout the fiscal year to ensure the accurate calculation of depreciation.

VEHICLE REPLACEMENT

The purpose of the Vehicle Replacement Program is to establish a decision-making process and criteria for purchase, replacement, and disposition of vehicles and equipment for the City of Greenville. The Vehicle Replacement Program provides for the planned replacement of vehicles and equipment along with their attachments and implements.

The objectives of the vehicle replacement policy are listed as follows:

- Establish and maintain a Vehicle Replacement Fund to provide funds for vehicle and equipment replacement.
- Smooth the outflow of capital funding and the rotation of incoming and outgoing vehicles year to year to prevent spikes in cash and asset flow.
- Maximize fleet resources by providing timely acquisition and disposals of vehicles and equipment.
- Ensure the City has the optimum number and type of vehicles and equipment and that fleet growth is planned and controlled.
- Promote standardization to achieve cost-effective maintenance and repair.
- Achieve lowest possible total cost of ownership for vehicles and equipment.

The Vehicle Replacement Program will be administered jointly by the Financial Services Department and the Fleet Management Division of the Public Works Department. Specific roles and responsibilities are listed below:

- Fleet Management Division
 - Provide accurate fleet maintenance data for analysis.
 - Provide professional operational input on assets as part of the vehicle replacement calculation.
 - Coordinate with departments to ensure vehicle and equipment assets meet the needs of the end user.
 - Evaluate vehicle and equipment replacement options to promote standardization and determine the best value for the replacement purchase.
 - Purchase replacement vehicles and equipment following all procurement guidelines.
 - Serve on Vehicle Replacement Advisory Committee.
- Financial Services Department
 - Validate and analyze fleet maintenance data provided by the Fleet Management Division.

- Perform vehicle replacement value calculations and set monthly replacement rates.
 - Develop and maintain a current Vehicle Replacement list.
 - Maintain the Vehicle Replacement Fund.
 - Analyze vehicle replacement data over time to ensure policy objectives are being met.
 - Prepare and distribute to departments a report detailing the replacement charge and remaining balance for each unit. The report will be prepared and distributed on a frequency to be determined by the Vehicle Replacement Advisory Committee.
 - Serve on Vehicle Replacement Advisory Committee
- The Vehicle Replacement Advisory Committee (VRAC) shall consist of the Financial Services Director (or designee), the Public Works Director (or designee), and a designee from the City Manager’s Office. The VRAC will be jointly responsible for the following:
 - Establish the Vehicle Replacement calculation. Review the calculation and its components at least biennially to ensure policy goals are being met.
 - Establish and annually review fleet utilization criteria and make decisions to retain, reassign, or eliminate under-utilized assets.
 - Review the Vehicle Replacement list and edit as necessary due to factors not captured by the Vehicle Replacement calculation.
 - Review the Vehicle Replacement Policy at least biennially and make necessary changes.
 - Present a recommended Vehicle Replacement schedule to the City Manager for approval during biennial budget.

When a new vehicle equipment asset is purchased, a replacement cost will be established based on the Vehicle Replacement calculation.

The asset replacement cost will be applied as an expense against the future replacement and charged monthly to the department where the asset is assigned.

The asset replacement expense will be credited monthly to the Vehicle Replacement Fund. At the end of the asset’s useful life, funding for its replacement will be provided from the Vehicle Replacement Fund. Any proceeds from asset sales will be credited to the Vehicle Replacement Fund.

If an asset is totaled due to an accident before adequate replacement funding has been collected, the accumulated total of replacement fees for that asset can be used to help fund the replacement. Any additional funding needed to fully pay the replacement cost must be provided from sources other than the Vehicle Replacement Fund.

Any changes to the replacement cost charged to departments must be approved by the City Manager, with consultation from the Vehicle Replacement Advisory Committee.

City of Greenville
Updated Financial Reserve Section
COG Financial Policy
12/5/22

Current Financial Reserve Section of the City of Greenville Financial Policy:

The City will establish and maintain an Insurance Loss Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at no less than \$2.0 million.

In preparation of the final budget ordinance amendment of any given fiscal year, the City will review budgeted insurance loss, deductibles and premium accounts. If insurance losses, deductibles, and premiums are less than budgeted for any fiscal year, these unspent monies will be transferred to the Insurance Loss Reserve Fund for future unexpected claims, when the City is not operating at the minimum desired reserves.

Unassigned Fund Balance, as defined by GASB Statement 54, will be the portion of fund balance remaining after all other categories have been determined. These other categories are non-spendable amounts, commitments and restrictions for future expenditures, and required reserves as defined by State statutes. The City will maintain a floor of 14% of the total current annual operating budget, while striving to maintain 16%-18% of the total current annual operating budget.

The City Council may, from time to time, appropriate unassigned fund balances that will reduce unassigned fund balances below the 14.0% threshold for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Greenville. In such circumstances, the City Council will adopt a plan to restore the unassigned fund balance to or above the threshold within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the City Council will establish a different but appropriate time period.

The City will establish and maintain reserves in the Health Insurance Fund to pay for needs caused by unforeseen health claims, medical emergencies, and infrastructure improvements for the City Health Clinic. This reserve will be maintained at no less than 50% of the current annual budget in the fund.

Updated Financial Reserve Section of the City of Greenville Financial Policy:

The City will establish and maintain an Insurance Loss Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at no less than \$2.0 million.

In preparation of the final budget ordinance amendment of any given fiscal year, the City will review budgeted insurance loss, deductibles and premium accounts. If insurance losses, deductibles, and premiums are less than budgeted for any fiscal year, these unspent monies will be

transferred to the Insurance Loss Reserve Fund for future unexpected claims, when the City is not operating at the minimum desired reserves.

Unassigned Fund Balance, as defined by GASB Statement 54, will be the portion of fund balance remaining after all other categories have been determined. These other categories are non-spendable amounts, commitments and restrictions for future expenditures, and required reserves as defined by State statutes. The City will maintain a floor of 20% of Available Fund Balance as defined by the North Carolina Local Government Commission. The City will strive to maintain 25% of Available Fund Balance, based on Local Government Commission recommendations.

Fund Balance Available percentage is defined as $(\text{Unrestricted Cash} + \text{Restricted Cash} - \text{Current Liabilities} - \text{Deferred Inflows} - \text{Encumbrances} - \text{Powell Bill Funds} + \text{Debt Service Available Fund Balance}) / (\text{Total Expenditures} + \text{Transfers Out} - \text{Long Term Debt Issued} - \text{Debt Refunding})$.

The City Council may, from time to time, appropriate available fund balances that will reduce available fund balances below the 20.0% threshold for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Greenville. In such circumstances, the City Council will adopt a plan to restore the unassigned fund balance to or above the threshold within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the City Council will establish a different but appropriate time period.

The City will establish and maintain reserves in the Health Insurance Fund to pay for needs caused by unforeseen health claims, medical emergencies, and infrastructure improvements for the City Health Clinic. This reserve will be maintained at no less than 50% of the current annual budget in the fund.



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Various tax refunds greater than \$100

Explanation: Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

The Director of Financial Services reports refunds of the following taxes:

| Refund Payee | Adjustment Refunds | Amounts |
|--|----------------------------|-----------|
| Ryder Truck Rental Inc | Business Personal Property | 11,657.86 |
| Hinton, Henry W III | Individual Property Taxes | 777.05 |
| Rogister, Michael C. | Individual Property Taxes | 696.95 |
| Hedgepeth, Nellie | Real Estate Taxes | 673.98 |
| King, Jeanette F. | Real Estate Taxes | 552.17 |
| Corelogic Real Estate Tax Operations | Real Estate Taxes | 5,738.55 |
| Wells Fargo Real Estate Tax Operations | Real Estate Taxes | 522.18 |
| Perkins, Margie | Real Estate Taxes | 390.52 |
| Lereta LLC | Real Estate Taxes | 368.73 |
| Cenlar | Real Estate Taxes | 362.73 |
| Agcarolina Farm Credit ACA | Real Estate Taxes | 345.62 |
| Affiliated Mortgage | Real Estate Taxes | 332.95 |
| Peterson, Barbara C. | Real Estate Taxes | 329.12 |
| Houston, Margaret R. | Real Estate Taxes | 271.11 |
| Peterson, Peggy Delores | Real Estate Taxes | 251.77 |
| Solis, Annabell | Individual Property Taxes | 125.41 |

Fiscal Note: The total refunded is \$23,396.70.

Recommendation: Approval of taxes refunded by City Council



City of Greenville,
North Carolina

Meeting Date: 12/05/2022

Title of Item: Annual Board & Commission Presentations - Historic Preservation Commission

Explanation: Boards and commissions are annually scheduled to make brief presentations to the City Council. The Historic Preservation Commission is scheduled to present to the City Council in December 2022.

Fiscal Note: No direct fiscal impact.

Recommendation: Hear the presentations from the Historic Preservation Commission.



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Results of the Financial Audit for Fiscal Year Ended June 30, 2022 Including Review of FY 2022-23 Available Fund Balance

Explanation: Cherry Bekaert, LLP, the City's Independent Auditor, will present the results of the City's 2021-22 external audit. Cherry Bekaert representatives and staff of the Financial Services Department will be in attendance to answer any questions related to the audit. The following are a few highlights of the 2021-22 audit:

FY 2021-22 Audit Results:

- Cherry Bekaert, LLP issued an unmodified opinion on the financial statements for FY Ending June 30, 2022.
- An unmodified opinion is the best audit opinion that can be issued in a financial audit.
- No instances of material noncompliance material to the financial statements identified
- No audit findings disclosed in relation to Federal and State Awards
- No material weaknesses were identified related to internal controls over financial reporting.
- No significant deficiencies were identified related to internal controls over financial reporting.
- No material weaknesses were identified related to the City's Federal Awards.
- No significant deficiencies were identified related to the City's Federal Awards.
- No material weaknesses were identified related to the City's State Awards.
- No significant deficiencies were identified related to the City's State Awards.
- The City received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

This is an outstanding audit report and a reflection of the importance that City Council and staff place on fiscal reporting and accountability.

On November 22, 2022, the City's Audit Committee reviewed the report for the Fiscal Year Ending June 30, 2022. A copy of the statements are attached for reference. At the City Council meeting, the auditors will discuss their opinion on the results of operations as of the end of the 2022 fiscal year.

The final phase of the annual audit cycle includes submission of financial statements to the Local Government Commission (LGC) for review. Following LGC review and final revisions, the Annual Comprehensive Financial Report (ACFR) will be finalized and provided to the Mayor and City Council Members.

FY 2022-23 Fund Balance Designations:

Each year the City waits until the completion of the fiscal year audit to approve and record the next fiscal year's General Fund Balance designations. This timing is intended to ensure that the City is in compliance with its updated fund balance policy to maintain a floor of 20% of available fund balance, as defined by the North Carolina Local Government Commission. The policy also states that the City will strive to maintain an available fund balance of 25%, based on Local Government Commission recommendation. The following is the calculation for FY 2022-23:

| | |
|--|--------------------|
| FY 2022 General Fund Expenditures | \$77,529,313 |
| FY 2022 General Fund Transfers | <u>14,062,474</u> |
| FY 2022 Total Expenditures | 91,591,787 |
| Available Fund Balance Policy Percentage | <u>20.00%</u> |
| FY 2022-23 Calculated Available Fund Balance | \$18,318,357 |
| | |
| Unrestricted Cash and Investments | \$25,774,835 |
| Unrestricted Debt Service Cash | 93,362 |
| Restricted Cash | 571,234 |
| Less Liabilities | (2,863,317) |
| Less Encumbrances | <u>(2,388,088)</u> |
| FY 2023 Fund Balance Available for Appropriation | \$21,188,026 |

The following are the FY 2022-23 designations to General Fund Balance:

| | |
|---|------------------|
| Available Fund Balance Before FY 2022-23 Appropriations | \$21,188,026 |
| | |
| Fund Balance FY 2022-23 Designations: | |
| a. Fund Balance Appropriated to Balance FY 2022-23 Budget | (150,000) |
| b. Department Carryover from FY 2021-22 to FY 2022-23 | <u>(900,000)</u> |
| Total FY 2022-23 Designations | (1,050,000) |
| | |
| Unassigned Fund Balance After FY 2021-22 Designations | \$20,138,026 |

The following is a summary of the FY 2022-23 Calculated Excess Fund Balance after the FY 2022-23 Designations:

| | |
|--|-------------------|
| Available Fund Balance After FY 2022-23 Designations | \$20,138,026 |
| FY 2022-23 Calculated Available Fund Balance at 20% | <u>18,318,357</u> |
| FY 2022-23 Calculated Excess Available Fund Balance | \$ 1,819,669 |

The Available Fund Balance After FY 2022-23 Designations stands at \$20,038,461 which represents an Available Fund Balance Percentage of 21.99%. Staff recommends maintaining the 21.99% Available Fund Balance percentage, so as to strive to reach the 25% threshold recommended by the Local Government Commission.

Fiscal Note:

Detailed fiscal information is contained in the audit report.

Recommendation: Accept the audit results as presented by Cherry Bekaert, LLP for the year ended June 30, 2022 and the FY 2022-23 General Fund Balance After Designations

ATTACHMENTS

 [Available Fund Balance Calculation.pdf](#)

City of Greenville
 General Fund- Available Fund Balance
 Fiscal Year 2021-2022

FY2022-23 Excess Fund Balance Calculation

| | |
|--|----------------------|
| Unrestricted Cash and Investments | \$ 25,774,835 |
| Unrestricted Debt Service Cash | 93,362 |
| Restricted Cash | 571,234 |
| Less Liabilities | (2,863,317) |
| Less Encumbrances | (2,388,088) |
| Fund Balance Available for Appropriation | <u>\$ 21,188,026</u> |
| | |
| Fund Balance Available for Appropriation | \$ 21,188,026 |
| Total Expenditures | 91,571,787 |
| | |
| FY 2022 Calculated % Available | <u>23.14%</u> |
| | |
| FY 2022 General Fund Expenditures | \$ 77,529,313 |
| FY 2022 General Fund Transfers | 14,062,474 |
| | |
| Total Expenditures | \$ 91,591,787 |
| Available Fund Balance Percentage | 20% |
| | |
| FY 2022 Calculated Available | <u>18,318,357</u> |

City of Greenville
General Fund- Available Fund Balance
Fiscal Year 2021-2022

| FY2022-23 Excess Fund Balance Calculation | |
|--|---------------------|
| FBA for Appropriation Before FY 2023 Designations | \$ 21,188,026 |
| FY2023 Designations | |
| a. Fund Balance Appropriated as Part of FY 2023 Budget | (150,000) |
| b. Department Carryover from FY 2022 to FY 2023 | <u>(900,000)</u> |
| Fund Balance Available for Appropriation | \$ 20,138,026 |
| FY 2023 Calculated Available Fund Balance | 18,318,357 |
| FY 2023 Calculated Excess Available Fund Balance | <u>\$ 1,819,669</u> |
| Available Fund Balance % After Appropriations | <u>21.99%</u> |



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Award a Construction Contract to TA Loving Company for Bid Package A of the Wildwood Park Bridges and Boardwalks

Explanation: Projects included in the City Council adopted Wildwood Park Development Plan are continuing to move forward through design and construction phases. Each project focuses on providing additional outdoor recreational opportunities for the community and helps Recreation and Parks staff continue to activate the park.

This project, Package A of the Wildwood Park Bridges and Boardwalks, includes construction of approximately 600' of timber boardwalk and a 60' pedestrian bridge as well as construction of a 350' raised concrete sidewalk connection under US 264 Alt. The boardwalk and bridge will span over the canal that connects the lake at Wildwood Park to the Tar River and will complete the 1.5 mile trail loop around the lake. The sidewalk connection under the highway will allow bicycles and pedestrians to access the 185 acres of land that comprises the west side of Wildwood Park. The connection to the west property will open up additional outdoor recreational opportunities for park users, including hiking in the already existing trails and fishing.

This trail project will help address recreational wants and needs expressed by the citizens of Greenville and continue to improve the quality of life for residents and will serve as an attraction for visitors.

Construction bids were solicited several times for this project with a bid of \$4,724,600 being received on September 16, 2022 from TA Loving Company. After negotiations with TA Loving, which included modifications to the scope of work, a revised contract price of \$3,535,852.25 was agreed upon in return for TA Loving being recognized as a donor to the project. With approval of the contract, construction would be planned to begin in February 2023.

Fiscal Note: Private as well as in-kind donations and a North Carolina Recreational Trails Program Grant will be used to cover a portion of the project costs. The remaining funding required for this project is available in the Wildwood Park Phase 2 Construction budget.

Recommendation: Award the construction contract for Package A of the Wildwood Park Bridges and Boardwalks project to TA Loving Company for \$3,535,852.25

ATTACHMENTS

-  **Bid Manual and Contract**
-  **TA Loving Bid Proposal**
-  **2022-08-10 BidSet Package A**
-  **November_17_Project_Scope_Amendments_final.pdf**

PROJECT MANUAL A

WILDWOOD PARK BRIDGES & BOARDWALKS



Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27835
252.329.4567

Project Design Team:

Kimley»Horn

Kimley-Horn & Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27614
919.677.2000

August 9, 2022

This Page Intentionally Left Blank

Wildwood Park Bridges & Boardwalks

GREENVILLE, NORTH CAROLINA

CONTRACT AND SPECIFICATIONS

CITY OF GREENVILLE, NORTH CAROLINA

MAYOR: P. J. CONNELLY

COUNCIL MEMBERS:

ROSE H. GLOVER

MARION BLACKBURN

MONICA DANIELS

WILL BELL

RICK SMILEY

LES ROBINSON

CITY MANAGER: ANN E. WALL

CITY ATTORNEY: EMANUEL D. MCGIRT

CITY CLERK: VALERIE SHIUWEGAR

Project Contact: Mark Nottingham, AICP
mnottingham@greenvillenc.gov

This Page Intentionally Left Blank

TABLE OF CONTENTS

Contents

| | |
|---|----|
| PART 1, BIDDING REQUIREMENTS..... | 9 |
| INSTRUCTIONS TO BIDDERS (PLEASE READ)..... | 10 |
| PROPOSAL FORM (Use this Form Only)..... | 16 |
| BID FORM #1 (Use this Form Only)..... | 17 |
| <i>Area 1, Area 2, Area 3</i> | 17 |
| BID BOND FOR CITY OF GREENVILLE, NC (Use this Form Only, if Bid is over \$500,000) | 19 |
| BID BOND FOR CITY OF GREENVILLE, NC | 20 |
| ACKNOWLEDGEMENT OF SURETY’S EXECUTION OF BID BOND..... | 21 |
| PERFORMANCE BOND AND PAYMENT BOND (Use this Form Only)..... | 22 |
| PERFORMANCE BOND AND PAYMENT BOND FOR CITY OF GREENVILLE, NC..... | 23 |
| ACKNOWLEDGEMENT OF CONTRACTOR’S EXECUTION OF CONTRACT AND PERFORMANCE BOND AND PAYMENT BOND | 25 |
| ACKNOWLEDGEMENT OF SURETY’S EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND..... | 26 |
| CITY OF GREENVILLE / GREENVILLE UTILITIES COMMISSION MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM..... | 27 |
| CITY OF GREENVILLE / GREENVILLE UTILITIES COMMISSION MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM..... | 28 |
| IDENTIFICATION OF MINORITY / WOMEN BUSINESS PARTICIPATION | 30 |
| City of Greenville AFFIDAVIT A, Listing of Good Faith Efforts | 31 |
| City of Greenville AFFIDAVIT B, Intent to Perform Contract with own Workforce | 32 |
| City of Greenville AFFIDAVIT C, Portion of the Work to be Performed by MWBE Firms | 33 |
| City of Greenville AFFIDAVIT D, Good Faith Efforts..... | 34 |
| LETTER OF INTENT, MWBE SUBCONTRACTOR PERFORMANCE..... | 36 |
| REQUEST TO CHANGE MWBE PARTICIPATION | 37 |
| PROOF OF PAYMENT CERTIFICATION..... | 40 |
| MWBE CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS..... | 40 |
| AGREEMENT (CITY OF GREENVILLE, NC)..... | 41 |
| CERTIFICATE OF INSURANCE..... | 46 |
| NOTICE OF AWARD (CITY OF GREENVILLE, NC)..... | 47 |
| GENERAL CONDITIONS..... | 48 |
| PART 2 – STANDARDS & SPECIAL PROVISIONS | 49 |
| STANDARD NOTES..... | 50 |
| CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:..... | 51 |
| PROJECT SPECIAL PROVISIONS..... | 52 |
| GENERAL..... | 52 |

SP-001 CONTRACT TIME & LIQUIDATED DAMAGES..... 52

SP-002 INTERMEDIATE CONTRACT TIME NUMBER 1 & LIQUIDATED DAMAGES 52

SP-003 INTERMEDIATE CONTRACT TIME NUMBER 2 & LIQUIDATED DAMAGES 52

SP-004 INTERMEDIATE CONTRACT TIME NUMBER 3 & LIQUIDATED DAMAGES 53

SP-005 WEATHER DELAYS..... 53

SP-006 PERMANENT VEGETATION ESTABLISHMENT..... 53

SP-007 USE OF UNMANNED AIRCRAFT SYSTEMS (UAS) 54

SP-008 SUBSURFACE INFORMATION..... 54

SP-009 MAINTENANCE OF THE PROJECT..... 55

SP-010 COOPERATION BETWEEN CONTRACTORS 55

SP-011 TWELVE MONTH GUARANTEE..... 55

SP-012 EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION..... 56

SP-013 MATERIALS SAMPLING AND TESTING..... 60

SP-014 SURVEYING AND LAYOUT 60

SP-015 TAXES & LICENSES..... 61

SP-016 SAFETY OBLIGATIONS..... 61

SP-017 WORK HOURS..... 62

SP-018 MAINTAINING ACCESS..... 62

SP-019 STORAGE OF MATERIALS..... 62

SP-020 USE OF PREMISES 63

SP-021 ENVIRONMENTAL..... 63

SP-022 ABNORMAL WEATHER CONDITIONS 63

SP-023 WATER SUPPLY..... 63

SP-024 SANITARY FACILITIES 63

SP-025 CLEAN-UP..... 63

SP-026 BID EVALUATION 64

SP-027 AWARD OF CONTRACT 64

SP-028 EXECUTION OF CONTRACT 64

SP-029 NOTICE TO PROCEED..... 64

SP-030 PRE-CONSTRUCTION CONFERENCE..... 64

SP-031 CONSTRUCTION PROGRESS SCHEDULE AND PROGRESS MEETINGS..... 64

SP-032 SUBMITTALS AND SHOP DRAWINGS..... 65

SP-033 REQUEST FOR INFORMATION (RFI) PROCEDURES 65

SP-034 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDING 65

SP-035 FIRE DEPARTMENT COORDINATION..... 68

SP-036 QUANTITY TICKETS..... 68

SP-037 AS-BUILT AND RECORD DRAWING 68

SP-038 DRUG FREE WORKPLACE..... 71

SP-039 PROJECT SITE ACCESS..... 71

| | |
|--|-----|
| SP-040 WORK EXPERIENCE AND PROFESSIONAL QUALIFICATIONS..... | 72 |
| STANDARD SPECIAL PROVISIONS | 73 |
| GREENWAY & DRAINAGE..... | 73 |
| SP-041 TRAIL ALIGNMENT REVIEW..... | 73 |
| SP-042 CLEARING AND GRUBBING - METHOD II..... | 73 |
| SP-043 BURNING RESTRICTIONS..... | 73 |
| SP-044 SHOULDER AND FILL SLOPE MATERIAL | 73 |
| SP-045 FINAL SURFACE TESTING NOT REQUIRED..... | 73 |
| SP-046 AUTOMATED MACHINE GUIDANCE..... | 73 |
| SP-047 PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY..... | 75 |
| SP-048 MATERIALS FOR PORTLAND CEMENT CONCRETE..... | 76 |
| SP-049 WORK ZONE INSTALLER..... | 76 |
| SP-050 DEWATERING..... | 77 |
| SP-051 HEAVY DUTY GRAVEL PAVEMENT..... | 78 |
| SP-052 HEAVY DUTY CONCRETE SIDEWALK (SIX INCH (6”) REINFORCED CONCRETE)..... | 79 |
| SP-053 TYPICAL CONCRETE SIDEWALK (FOUR INCH (4”) CONCRETE WITH WELDED WIRE FABRIC)..... | 79 |
| SP-054 COMPOSITE SAFETY FENCE | 80 |
| SP-055 REMOVE AND RESET RIP RAP | 81 |
| STANDARD SPECIAL PROVISIONS | 82 |
| STRUCTURES..... | 82 |
| SP-056 FALSEWORK AND FORMWORK..... | 82 |
| SP-057 SUBMITTAL OF WORKING DRAWINGS..... | 86 |
| SP-058 CRANE SAFETY | 89 |
| SP-059 GROUT FOR STRUCTURES | 90 |
| SP-060 TIMBER BOARDWALK..... | 91 |
| SP-061 PRE-FABRICATED PEDESTRIAN BRIDGE..... | 93 |
| SP-061-A FRP COMPOSITE BRIDGE AND BOARDWALK ALTERNATIVE..... | 100 |
| PART 2 - PRODUCTS..... | 104 |
| 2.1 MATERIALS | 104 |
| A. FRP bridge components shall be fabricated from high-strength E-glass and isophthalic polyester resin unless otherwise specified. Weathering and ultraviolet light protection shall be provided by addition of a veil to the laminate construction. Minimum material strengths and properties are as follows:..... | 104 |
| B. Decking: Refer to Timber Boardwalk Specifications for wood decking specifications. Decking shall utilize 3- by 12-in planks, High-strength, E-glass/isophthalic polyester resin planks can be used as required. 105 | |
| C. See Prefabricated Pedestrian Bridge Special Provision for all structural steel not otherwise covered in this provision..... | 105 |
| D. Anchor Bolts, High Strength Bolts, Nuts and Washers:..... | 105 |
| E. The minimum corrosion index of the atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0..... | 105 |

| | |
|--|-----|
| F. Concrete: | 105 |
| G. Bearing Pads: Minimum 50 durometer hardness, conforming to NCDOT Standard Specifications and Special Provisions | 105 |
| SP-062 TIMBER BOARDWALK ANTI-SLIP COATING | 107 |
| STANDARD SPECIAL PROVISIONS | 108 |
| EROSION & SEDIMENT CONTROL | 108 |
| SP-063 STABILIZATION REQUIREMENTS | 108 |
| SP-064 SEEDING AND MULCHING | 108 |
| SP-065 CRIMPING STRAW MULCH | 110 |
| SP-066 TEMPORARY SEEDING | 110 |
| SP-067 FERTILIZER TOPDRESSING | 110 |
| SP-068 SUPPLEMENTAL SEEDING | 110 |
| SP-069 MOWING | 110 |
| SP-070 NATIVE GRASS SEEDING AND MULCHING | 110 |
| SP-071 MINIMIZE REMOVAL OF VEGETATION | 111 |
| SP-072 STOCKPILE AREAS | 111 |
| SP-073 ACCESS AND HAUL ROADS | 112 |
| SP-074 WASTE AND BORROW SOURCES | 112 |
| SP-075 TEMPORARY PIPE | 112 |
| SP-076 TEMPORARY STREAM CROSSING | 113 |
| SP-077 TREE PROTECTION FENCE | 113 |
| SP-078 MUD MATS | 114 |
| SP-079 CONCRETE WASHOUT STRUCTURE | 116 |
| STANDARD SPECIAL PROVISIONS | 118 |
| PERMITS | 118 |
| STANDARD SPECIAL PROVISIONS | 119 |
| ERRATA | 119 |
| STANDARD SPECIAL PROVISIONS | 120 |
| PLANT AND PEST QUARANTINES | 120 |
| FORMS | 121 |
| ADDITON TO STANDARD CITY FORMS | 121 |
| RELEVANT WORK EXPERIENCE, TIMBER BOARDWALKS | 122 |
| RELEVANT WORK EXPERIENCE, PRE-FAB PED BRIDGE | 123 |
| PROFESSIONAL QUALIFICATIONS | 124 |
| APPENDIX | 125 |
| NCDEQ LAND QUALITY SECTION LETTER OF APPROVAL | 125 |
| USACE GENERAL PERMIT (SECTION 404) | 125 |
| NCDEQ DWR 401 WATER QUALITY CERTIFICATION APPROVAL | 125 |
| NCDEQ DWR TAR-PAMLICO RIPARIAN BUFFER IMPACT APPROVAL | 125 |

NCDOT ENCROACHMENT AGREEMENT..... 125
 GEOTECHNICAL ENGINEERING REPORT dated October 27, 2021 125
 GEOTECHNICAL FOUNDATION RECOMMENDATIONS LETTER dated February 11, 2022 125
 CONSTRUCTION DRAWINGS FOR BID dated August 2, 2022 125

PART 1, BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

The Greenville Recreation and Parks Department (GRPD) will accept bids for the **Wildwood Park Bridges & Boardwalks** construction project, beginning **Septebmer 08, 2022** SEALED, SINGLEPRIME BIDS from qualified bidders will be received by the City in the offices of Recreation and Parks, 2000 Cedar Ln. Greenville, NC 27858, **at 2:00 pm (Eastern Standard Time) on September 16, 2022, and publicly opened thereafter at 2:01 pm.** Bids shall be marked “SEALED BID”, addressed to the attention of Mr. Mark Nottingham, Greenville Recreation and Parks Department, and shall include the Name, Address, and License Number of the bidder, and the type proposal enclosed.

OPTIONAL Pre-Bid Meeting and Site Visit was held onsite on August 24, 2022 at 10.00 AM.

The foregoing description shall not be construed as a complete description of all work required.

Each bidder must show evidence that they are licensed under Chapter 87 of the N.C. General Statutes. Performance and payment bonds are required.

CONTRACT DOCUMENTS

Copies of the CONTRACT DOCUMENTS may be obtained electronically via the City of Greenville Current Bid Opportunities Webpage. For information, contact Mark Nottingham at 252-329-4242 or mnottingham@greenvillenc.gov.

GENERAL DESCRIPTION OF THE WORK

The work includes all labor, equipment, and materials to complete in every detail of the work indicated on the plans and specifications. Specifically, all work incidental thereto Wildwood Park Bridges & Boardwalks as part of the Wildwood Park Observation Tower and Trails Project including, but not limited to, demolition, earthwork, drainage, bridges & boardwalks construction, paving, and stabilization.

MBE/WBE PARTICIPATION

The goal for Minority and/ or Women Business Enterprise (M/WBE) participation is MBE 10% and WBE 6%. Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.

BID, PERFORMANCE & PAYMENT BOND

If applicable, each proposal shall be accompanied by a bid bond executed by a corporate security licensed to do so under North Carolina law, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof, a bidder may offer a certified check from a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) as a deposit.

To whom the contract is awarded, a Performance and Payment Bond will be required for one hundred percent (100%) of the contract price.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of sixty (60) days after the bid date.

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

SIGNED:

Mark Nottingham, AICP
City of Greenville Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27835

INSTRUCTIONS TO BIDDERS (PLEASE READ)

1. Bids will be received for Single Prime Contract. All proposals shall be for lump sum. It is the intent of the City to award this bid to the lowest responsive and responsible bidder.
2. Bidders are requested to return bids to the City of Greenville Recreation and Parks Department prior to bid opening. Bids will be opened promptly at the time specified in the Invitation to Bid. Bidders are cautioned to be prompt since No Bids Will Be Accepted after the time designated for the bid opening. The precise time will be monitored by the person responsible for opening the bids.
3. All bids submitted must be on the blank proposal forms herein provided and prices given shall be both in writing and figures and the complete form shall be without any lineation, alterations, or erasures. In case of conflicting prices, the written prices shall govern.
4. Bids shall be enclosed in a sealed envelope, directed to the City of Greenville, Recreation and Parks Department, 2000 Cedar Lane, Greenville, North Carolina 27858, and marked with the bidder's North Carolina Contractor's License number. All bids must be marked Bid on the outside of the envelope.
5. Each proposal shall contain the full name and address of each bidder. When firms bid, the name of each member shall be signed and the firm name added, and the execution shall be done as more specifically stated herein under the following section.
6. The omission of prices upon any item for which bids are asked or the tendering of an unbalanced bid will be the cause of the rejection of the bid submitted.
7. No bid shall be considered or accepted by the City unless at the time of its filing, it is accompanied by a deposit of cash, or a cashier's check, or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the bid, if applicable. In lieu of making that deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will upon demand forthwith make payment to the City of Greenville upon the bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained by the City if the successful bidder

fails to execute the contract within 10 days after the award or fails to give satisfactory bonds or deposit as required herein. The bidder to whom the award of contract is made shall either (a) furnish bonds as required by Article 3 of Chapter 44A of the N.C. General Statutes, using the form supplied by the City; or (b) deposit with the City money, certified check or government securities. The bonds or deposit shall be for the full amount of the contract to secure the faithful performance of the terms of the contract and the payment of all sums due for labor and materials in a manner consistent with Article 3 of Chapter 44A INSTRUCTIONS TO BIDDERS

8. General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for general contractor.

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

9. Except to the extent allowed by statute, bids shall not be withdrawn, and bids shall remain subject to acceptance by the City for a period of 90 days.
10. Bidders must present satisfactory evidence that they have been regularly engaged in the business of constructing such work, and that they are fully prepared with the necessary capital, equipment, etc., to begin the work promptly, and complete the same in accordance with specifications.
11. The bids will be evaluated, and the contract awarded in accordance with statutory public contract requirements as supplemented or altered by the Minority and / or Women Business Enterprise (M/WBE) requirements supplied with this bid package. These forms must be filled out and returned with the bid proposal. Any bids submitted without these completed forms shall be deemed as “non-responsive”. If there are any questions or problems in filling out these forms, please contact:

Wanda House, Interim Financial Services Manager (252) 329-4862

12. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
13. The contractor will furnish all materials, labor, equipment, supervision, tools, machinery, etc. for complete construction of projects in accordance with plans and specifications of the City of Greenville.
14. The bidder to whom the award is made shall be required to furnish work crews of adequate number, size, and experience to properly perform the work. The interpretation of the number of crews, size, and experience will be determined by the City of Greenville as to their adequacy.
15. It shall be the contractor’s responsibility to obtain all necessary and required permits and inspections. These permits shall be presented upon demand.
16. The Contractor will perform, or have performed, all necessary site layout (both lines and grades) for this construction.
17. The Contractor must provide the City of Greenville a safety plan of their organization, prior to approval of the contract
18. The following standard documents shall be used for their intended purposes unless the City of Greenville (Owner) consents to use other forms:

- Standard Form of Agreement Between Owner and Contractor
 - General Conditions of the Contract for Construction.
19. The contractor(s) to whom the award is made must carry insurance in the amounts and types outlined in the Insurance Requirements section of this document.
20. The insurance herein required shall be with an insurance company authorized to do business in North Carolina and having a BEST rating of A or better.
21. Insurance shall be evidenced by a certificate:
- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
 - Certificates should be addressed to:
 City of Greenville, North Carolina Attn: Mark Nottingham
 2000 Cedar Ln
 Greenville, NC 27858

Insurance

The Company agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Agreement:

Workers' Compensation Insurance:

Limits:

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

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

Commercial General Liability:

Limits:

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

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

The City must be added as an Additional Insured to the Commercial General Liability policy.

Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit.

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

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's Risk Manager for approval before commencing work. Company shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

The City's review or acceptance of Certificates of Insurance shall not relieve the Company of any requirement to provide the specific insurance coverages set forth in the Agreement. Nor shall the City's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

Hold Harmless and Indemnity Agreement:

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

22. The traditional certificate form will remain as evidence of insurance coverage, but this will no longer suffice to document that the City is an additional insured, even if the certificate so states. In order to comply with the with the additional insured requirements, contractors will need to carry one of two types of additional insured endorsements to the policy:

- **Option 1** - A specific additional insured endorsement to make the City of Greenville, NC an additional insured for the purpose of the contract, or
- **Option 2** - A blanket additional insured endorsement to cover all companies (including the City of Greenville, NC) that require additional insured protection.

If a contractor chooses Option 1, the specific endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- An **original** of the endorsement to effect the additional coverage.

If a contractor chooses Option 2, the blanket endorsement, the required documentation for City Contracts is:

- A certificate of insurance to document the coverage, plus
- Statements by the agent on the certificate of insurance that:
 - The general liability policy includes a blanket additional insured endorsement showing the endorsement form number, and
 - The City is an additional insured.

23. Indemnification.

a) To the maximum extent allowed by law, Contractor shall indemnify and save harmless.

Indemnities from and against all charges that arise in any manner from, in connection with, or out of this contract (including, but not limited to, charges that arise as a result of acts or omissions of Contractor, Indemnities, or any other person, firm or corporation). In performing its duties under this subsection “a”, Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to the City of Greenville (“City”).

b) Definitions. As used in subsections “a” above and “c” below – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, and expenses (including interest and reasonable attorney’s fees assessed as part of any such item); “Contractor” means all parties to this contract other than City; and “Indemnities” means City and its officers, officials, independent contractors, agents, and employees.

c)

Limitation of Contractor’s Obligation. If this is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road appurtenance or appliance, including moving, demolition and excavating therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless the City, its independent contractors, agents, employees, or indemnities against liability for damages arising out of bodily injury to persons or damage to property proximity caused by or resulting from the negligence, in whole or in part, or the City, its independent contractors, agents, employees, or indemnities.

24. The successful bidder is required to commence work within ten (10) written days after written notice from the Project Manager. Termination of work shall also be controlled by the City of Greenville.
25. All work under this contract shall be completed within **three hundred and sixty-five (365) days** from the date of the Notice to Proceed.
26. E-VERIFY COMPLIANCE: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
27. IRAN DIVESTMENT ACT: Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
28. Any questions regarding the Contract Conditions and Bid Documents should be directed to Mark Nottingham in writing by email to mnottingham@greenvillec.gov.

PROPOSAL FORM (Use this Form Only)

SUBMIT PROPOSALS IN CARE OF:

Recreation and Parks Department City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRM NAME:

DATE: September 16, 2022

PROPOSAL: Wildwood Park Bridges & Boardwalks

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

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

Materials to be furnished shall be in compliance with standard specifications and special provisions.

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

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 200 West Fifth Street, Greenville, NC 27858, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Wildwood Park Bridges & Boardwalks**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows.

BID FORM #1 (Use this Form Only)

Area 1, Area 2, Area 3

Wildwood Park Bridges & Boardwalks
City of Greenville, NC

| BASE BID ITEMS (REQUIRED) | | | |
|----------------------------------|---|----------|------------------|
| Item | Description and Price in Words | Unit | Price in Figures |
| 1 | The completion of all work (including incidental work) per the plans and specifications, including but not limited to: General Conditions, Erosion & Sediment Control, Site Preparation, Demolition, Grading & Drainage, Paving, and Bridges & Boardwalk Structures to construct the Wildwood Park Bridges & Boardwalk Project as part of the Wildwood Park - Observation Tower & Trails Project in Greenville, NC for the Lump Sum amount of (dollars & cents) | | \$ |
| Base Bid | TOTAL BASE BID (ITEMS ABOVE) complete and in place for the total Lump Sum amount of (dollars & cents) | Lump Sum | \$ |
| Add Alt | The completion of all work associated with the concrete sidewalk connection to the beach at Area 2 | Lump Sum | \$ |

| SUPPLEMENTAL UNIT COSTS (REQUIRED) | | | |
|---|---|------|------------------|
| These unit costs shall be provided for evaluating construction progress and potential Change Orders (if needed) for additional work. Work associated with these units per the plans and specifications shall be included in the Base Bid above. | | | |
| Item | Description and Price in Words | Unit | Price in Figures |
| SP-050 | Heavy Duty Gravel Pavement | Ton | \$ |
| SP-051 | Heavy Duty Concrete Sidewalk (6") | SY | |
| SP-052 | Typical Concrete Sidewalk (4") | SY | |
| SP-053 | Composite Safety Fence | LF | |
| SP-059 | Timber Boardwalk | XX | XXXXXX |
| SP-058.1 | Structure No. 1; L2, STA 10+00 to 12+51 | LS | |
| SP-058.2 | Structure No. 1; L2, STA 13+09 to 15+24 | LS | |
| SP-058.3 | Structure No. 1; L2, STA 15+24 to 15+64 | LS | |
| SP-058.4 | Structure No. 1; L2, STA 15+64 to 16+49 | LS | |
| SP-058.5 | Structure No. 1; Y3, Stairs | LS | |
| SP-060 | Prefabricated Pedestrian Bridge | XX | XXXXXX |

| | | | |
|----------|---|----|--|
| SP-059.1 | Structure No. 1; L2, STA 12+51 to 13+09 | LS | |
| SP-074 | Temporary Pipe | LF | |
| SP-075 | Temporary Stream Crossing | LS | |
| SP-076 | Tree Protection Fence | LF | |
| SP-077 | Mud Mats | LF | |
| SP-078 | Concrete Washout Structure | EA | |

| ADD ALTERNATE BID ITEMS | | | |
|--------------------------------|--|------|------------------|
| Item | Description and Price in Words | Unit | Price in Figures |
| SP-06-A | Alternate Bridge Typology (i.e. FRP, to replace base option) | LS | |
| SP-051 | Concrete Sidewalk (connection to the beach) | SY | |

**BID BOND FOR CITY OF GREENVILLE, NC (Use this Form
Only, if Bid is over \$500,000)**

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

Respectfully submitted this _____ day of _____, 2022.

Signature: _____

Title: _____

Firm: _____

Address: _____

License No. _____ Expiration Date: _____

BID BOND FOR CITY OF GREENVILLE, NC

Contract name and number or other description of the Contract: WILDWOOD PARK BRIDGES & BOARDWALKS

Name of Bidder:

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

Telephone number of Surety's home office:

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

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

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

(\$)

(b) five percent of the amount of the proposal

Bond number:

Date of execution of this bond:

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

KNOW ALL PERSONS BY THESE PRESENTS, that the Surety executing this bond, which Surety is duly licensed to act as surety in North Carolina, is held and firmly bound unto the City of Greenville, Obligee, in the penal sum of the amount stated above, for the payment of which sum, well and truly to be made, the Surety binds itself and its successors and assigns, jointly and severally, by these presents. Whereas the Bidder is herewith submitting a proposal for the Contract referred to above, and the Bidder desires to file this Bid Bond in lieu of making the cash deposit pursuant to G.S. 143-129; NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is

such, that if the Bidder shall be awarded the contract for which the bond is submitted, and shall, within ten days after the award is made, execute and deliver to the Obligee the contract and give satisfactory surety as required by G.S.

143-129, then this obligation shall be null and void, otherwise to remain in full force and virtue; and if the Bidder fails or refuses to so execute and deliver said contract or give said satisfactory surety, the Surety shall upon demand forthwith pay to the Obligee the full penal sum of this bond. The Surety waives all extensions of time, and notice of extensions of time, for the opening of proposals and for the modification, award, execution, and delivery of the contract. IN WITNESS WHEREOF, the Surety has executed this instrument under its seal as of the date of execution indicated above, pursuant to authority of its governing body.

(name of Surety)

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

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

ACKNOWLEDGEMENT OF SURETY'S EXECUTION OF BID
BOND

State of _____ County of _____

I, _____, a notary public in and for said county and state,
certify that _____ personally appeared before me
this day and acknowledged that he or she is Attorney in Fact for _____
, the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or
she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20 _____.

My commission expires: _____

Notary Public

PERFORMANCE BOND AND PAYMENT BOND (Use this Form
Only)

Date of Contract:

Contract Name and Number:

Name of Principal (Name of Contractor):

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

Name of Surety:

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

Amount of Performance Bond (in words and figures):

(\$)

dollars

Bond number:

Date of Execution of these Bonds:

PERFORMANCE BOND AND PAYMENT BOND FOR CITY OF GREENVILLE, NC

Contracting Body: **CITY OF GREENVILLE, a North Carolina municipal corporation.**
Amount of Payment Bond: **same dollar amount as the dollar amount of the Performance Bond.**

* * * * *

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

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

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

* * * * *

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

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

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

* * * * *

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

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

(name of Principal)

[Execution by Principal when the Principal is a corporation]

By: _____

Title of officer: _____

(Affix Principal's corporate seal.)

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

By: _____

Manager of Principal

[Surety's execution]

(name of Surety)

(signature of attorney in fact)

(Affix Surety's corporate seal.)

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

**ACKNOWLEDGEMENT OF CONTRACTOR'S EXECUTION OF
CONTRACT AND PERFORMANCE BOND AND PAYMENT
BOND**

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

State of _____ County of _____

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

_____ personally appeared before me this day and stated that he or she is (~~strike through the inapplicable:~~) chairperson/ president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief financial officer of _____, a corporation, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract with the City of Greenville and Performance Bond and Payment Bond with respect to the contract and the corporate seal was affixed to said instrument(s).

This the _____ day of _____, 20 _____.

My commission expires: _____
Notary Public

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

State of _____ County of _____

I, _____, a notary public for said county and state, certify that

_____ (1) appeared before me this day, (2) stated that he or she is a manager of _____, a limited liability company, (3) acknowledged that the foregoing contract with the City of Greenville and the Performance Bond and Payment Bond with respect to the contract carry on the company's business in the usual way, and (4) acknowledged the due execution of the contract and the Performance Bond and Payment Bond on behalf of the company.

This the _____ day of _____, 20 _____.

My commission expires: _____

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

State of _____ County of _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for _____, the Surety named in the foregoing Performance Bond and Payment Bond, in both which bond the contracting body is the City of Greenville, and that he or she executed said bonds, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20 _____.

My commission expires: _____

Notary Public

Attach to Bid. Attach to Bid.

**CITY OF GREENVILLE / GREENVILLE UTILITIES
COMMISSION MINORITY AND WOMEN BUSINESS
ENTERPRISE (MWBE) PROGRAM**

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

These instructions shall be included with each bid solicitation.

**CITY OF GREENVILLE / GREENVILLE UTILITIES
COMMISSION MINORITY AND WOMEN BUSINESS
ENTERPRISE (MWBE) PROGRAM**

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

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

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

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

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

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

Instructions

The Bidder shall provide with the bid the following documentation:

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

OR

- Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale, and cost)

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

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

OR

- Affidavit D (if aspirational goals are not met)
- After award of contract and prior to issuance of notice to proceed: Letter(s) of Intent or Executed Contracts

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

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

Minimum Compliance Requirements:

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

City of Greenville AFFIDAVIT A, Listing of Good Faith Efforts

County of: _____

Affidavit of: _____

(Name of Bidder)

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

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

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

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

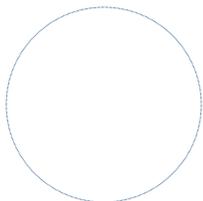
The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



SEAL

State of _____ County of _____

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

Notary Public _____

My commission expires _____

City of Greenville AFFIDAVIT B, Intent to Perform Contract with own Workforce

County of: _____

Affidavit of: _____

(Name of Bidder)

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

(Name of Project)

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

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

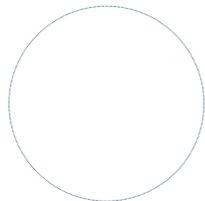
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



SEAL

State of _____ County of _____

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

Notary Public _____

My commission expires _____

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

County of: _____

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

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

Affidavit of: _____

(Name of Bidder)

I do hereby certify that on the _____

(Name of Project)

Project ID # _____

Amount of Bid \$ _____

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

Attach additional sheets if required

| Name and Phone Number | *MWBE Category | Work description | Dollar Value |
|-----------------------|----------------|------------------|--------------|
| | | | |
| | | | |
| | | | |

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

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

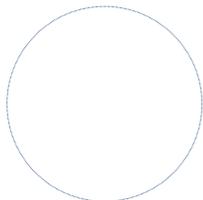
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____ County of _____

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

Notary Public _____

My commission expires _____

SEAL

City of Greenville AFFIDAVIT D, Good Faith Efforts

County of: _____

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

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

Affidavit of: _____
(Name of Bidder)

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

Project ID # _____ Amount of Bid \$ _____

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

Attach additional sheets if required

| Name and Phone Number | *MWBE Category | Work description | Dollar Value |
|-----------------------|----------------|------------------|--------------|
| | | | |
| | | | |
| | | | |

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

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

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

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

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

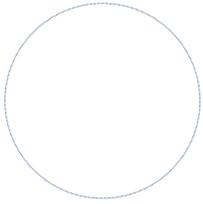
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____ County of _____

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

Notary Public _____

My commission expires _____

Do not submit with bid. Do not submit with bid.

LETTER OF INTENT, MWBE SUBCONTRACTOR PERFORMANCE

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

PROJECT:

(Project Name)

TO:

(Name of Prime Bidder / Architect)

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

_____ Minority Business Enterprise

_____ Women Business Enterprise

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

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

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

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE) (Signature of Authorized Representative of MWBE)

Do not submit with bid. Do not submit with bid.

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project:

Bidder or Prime Contractor:

Name & Title of Authorized Representation:

Address:

Phone:

Email Address:

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

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

Name of subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Business (required)
_____ Yes _____ No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

_____ Increase total dollar amount of work _____ Add additional subcontractor

_____ Decrease total dollar amount of work _____ Other

Please describe reason for requested action:

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Business (required)
_____ Yes _____ No

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

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only
Approval: ___ Yes ___ N
Date: _____
Signature: _____

Do not submit with bid. Do not submit with bid.

PROOF OF PAYMENT CERTIFICATION MWBE CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS

Project Name: _____

Pay Application No.: _____
Purchase Order No.: _____

Prime Contractor: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? (Y / N) _____

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

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

Date: _____

Certified By: _____

(Name)

(Title)

(Signature)

AGREEMENT (CITY OF GREENVILLE, NC)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2022 by and between the **City of Greenville, North Carolina** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The completion of all work (including incidental work) per the plans and specifications, including but not limited to: General Conditions, Erosion & Sediment Control, Site Preparation, Demolition, Grading & Drainage, Paving, and Bridges & Boardwalk Structures to construct the Wildwood Park Bridges & Boardwalk Project.

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Wildwood Park Bridges & Boardwalk Project.**

Article 2. DESIGN PROFESSIONAL.

The Project has been designed by **Kimley-Horn & Associates, Inc**, who is hereinafter called DESIGN PROFESSIONAL (aka LANDSCAPE ARCHITECT OR ENGINEER) and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to DESIGN PROFESSIONAL in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Once the Notice of Award has been issued, the OWNER may assume all or part of the responsibilities of the DESIGN PROFESSIONAL and RESIDENT PROJECT REPRESENTATIVE.

Article 3. CONTRACT TIMES.

3.1 The Work will be completed and ready for final payment in accordance with the Contract Documents within the times specified below:

Total Contract Completion Time: **four hundred and eighty-five (485) calendar days** per the Base Bid.

The Contract Times shall commence to run on the day indicated in the Notice to Proceed, said day being the Date of Availability as defined in Article 101-3 of NCDOT Standard Specifications for Roads and Structures. This Notice to Proceed may be given at any time within **60** days of the Effective Date of the Agreement.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in the BID, plus any extensions thereof allowed in accordance with Article 108-10 of the NCDOT Standard Specifications for Roads and Structures. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred and Fifty Dollars (\$ 250.00)** for each day that expires after the time specified in paragraph 3.1.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 For all Work other than Unit Price Work, a Lump Sum as shown in the Project Scope Amendment dated November 17, 2022 (Not-To-Exceed \$3,535,852.25).
All specific cash allowances are included in the BID.

plus

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the BID.

As provided in Article 102-5 of the NCDOT Standard Specifications for Roads and Structures estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by DESIGN PROFESSIONAL as provided in Article 109-1 of the NCDOT Standard Specifications for Roads and Structures.

4.3 This contract includes **Wildwood Park Bridges & Boardwalk Project**.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 109 of the NCDOT Standard Specifications for Roads and Structures. Applications for Payment will be processed by DESIGN PROFESSIONAL as provided in the Contract Documents.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by DESIGN PROFESSIONAL, on or about the 25th day of each month during construction as provided in paragraph 5.1.1. All such payments will be measured by the schedule of values established in accordance with the Contract Documents (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the Contract Documents.

5.1.1. Progress payments will be made, less the aggregate of payments previously made and less such amounts as DESIGN PROFESSIONAL shall determine, or OWNER may withhold, in accordance with Section 109 of NCDOT Standard Specifications for Roads and Structures.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents, OWNER shall pay the remainder of the Contract Price as recommended by DESIGN PROFESSIONAL as provided in Article 109-9 of the NCDOT Standard Specifications for Roads and Structures.

Article 6. INTEREST.

Pursuant to paragraph 143 134.1, General Statutes of North Carolina, the balance due prime Contractors shall be paid in full within 45 days after respective prime contracts have been accepted by Engineer and Owner, or occupied by Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever Engineer determines that delay in completion of the project in accordance with terms of the Drawings and Specifications is the fault of Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime Contractor on such project to complete his contract. Should final payment to any prime Contractor beyond the date such contracts have been declared to be completed by Engineer, accepted by Owner, or occupied by Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime Contractor shall be paid interest, beginning on the 46th day, at the rate of twelve percent per annum on such unpaid balance as may be due. Where a conditional acceptance of a contract exists, and where Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which may be available as stated in Article 102-7 of the NCDOT Standard Specifications for Roads and Structures. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement (incorporated herein).

8.2 Exhibits to this Agreement:
a. Certificate of Insurance.
b. Geotechnical Engineering Report dated October 27, 2021).

c. Geotechnical Foundation Recommendations Letter dated February 11, 2022.

- 8.3 **Performance Bond and Payment Bond for City of Greenville, NC** (incorporated herein).
- 8.4 Notice to Proceed. (OWNER shall provide following successful execution of this Agreement).
- 8.5 **Standard Specifications** (referenced herein) and **Project Special Provisions** (incorporated herein).
- 8.6 Drawings consisting of **fifty-two (52) plan sheets**, inclusive with each sheet bearing the following general title: **Wildwood Park – Observation Tower and Trails**.
- 8.7 Addenda numbers 1 & 2 inclusive. Scope Amendment dated November 17, 2022.
- 8.8 CONTRACTOR's **Bid Form** (incorporated herein).
- 8.9 **City of Greenville / Greenville Utilities Commission Minority and Women Business Enterprise (MWBE) Program** forms and documents (incorporated herein) submitted by CONTRACTOR).
- 8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Section 104 of the NCDOT Standard Specifications for Roads and Structures.
- 8.11 NCDOT Standard Specifications for Roads and Structures (2018 edition) (not attached).

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 104 of the NCDOT Standard Specifications for Roads and Structures.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement, which are defined in Article 101-3 of the NCDOT Standard Specifications for Roads and Structures will have the meanings indicated in the Article 101-3 of the NCDOT Standard Specifications for Roads and Structures.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents 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.

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

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

By: _____

Printed Name: _____

Printed Title: _____

APPROVED AS TO FORM:

By: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION

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

Byron Hayes, Director of Financial Services

Account Number: _____

Project String: WILDWOOD-PHASE 2-CONSTR-EASTTRAILS

CERTIFICATE OF INSURANCE

Attach Certificate of Insurance here.

NOTICE OF AWARD (CITY OF GREENVILLE, NC)

To: _____

From: City of Greenville, North Carolina
Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27835

PROJECT: Wildwood Park Bridges & Boardwalks

CONTRACT AMOUNT: \$ _____

You are hereby notified the City of Greenville, North Carolina (OWNER) has accepted your Bid dated **September 16, 2022** for the above described project, as negotiated and amended based on the scope amendment dated November 17, 2022. The Project name must be cited on all Invoices and/or Payment Request.

You are required to execute the formal contract with the OWNER and to furnish all required documents listed in the PROJECT MANUAL and AGREEMENT within **ten (10) calendar days** from the date of delivery of this Notice to you.

If you fail to execute said contract and to furnish any required Bonds and Certificates within **ten (10) calendar days** from the delivery of this Notice, the OWNER will be entitled to consider all your rights arising out of their acceptance of your Bid as abandoned and to award the work covered by the contract to another contractor, to re-advertise the Project, or otherwise dispose thereof as the OWNER sees fit. You are required to acknowledge and return to the OWNER a copy of this Notice of Award.

This the _____ day of _____, 2022.

OWNER: City of Greenville, North Carolina

BY:
Mark Nottingham, AICP
Recreation & Parks Department Project Manager

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged.

BY: _____

Signature: _____

Title: _____

Company: _____

This the _____ day of _____, 2022.

GENERAL CONDITIONS

See NCDOT Standard Specifications for Roads and Structures dated January 2018.

PART 2 – STANDARDS & SPECIAL PROVISIONS

STANDARD NOTES

- A. **NCDOT Standard Specifications.** The 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures, herein referred to as the 'Standard Specifications', and the 2018 Roadway Standard Drawings, shall apply to all portions of this project except as may be modified by this document.
- B. **Bidder Prequalification.** Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:
<https://connect.ncdot.gov/business/Pages/default.aspx>
- C. **Traffic Control.** The requirements of the Manual on Uniform Traffic Control Devices (MUTCD) – FHWA, as amended by the NCDOT Supplement to MUTCD, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.
- D. **City Noise Ordinance.** The Contractor shall review the City's Noise Ordinance which applies to construction operations. Construction operations are allowed from **7:00 a.m. to 9:00 p.m. on weekdays** and **8:00 a.m. to 9:00 p.m. on weekends** for which building permits have been issued or construction operations not requiring permits; providing all equipment is operated in accord with the manufacturer's specifications and with all standard equipment manufacturers' mufflers and noise-reducing equipment in use and in proper operating condition.

<http://www.greenvillenc.gov/home/showdocument?id=6176>

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the City of Greenville Project Manager.

CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

(01/02/18)

1. *Article 102-1 Invitation to Bid, page 1-9*, delete this section in its entirety.
2. *Subarticle 102-8(B) Electronic Bids, page 1-15*, delete this section in its entirety.
3. *Subarticle 102-9(C)2 Electronic Bids, page 1-17*, delete this section in its entirety.
4. *Article 102-10 Bid Bond or Bid Deposit, page 1-17*, line 38, “60” days shall be modified to “90” days.
5. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18*, delete lines 16-27.
6. *Subarticle 102-11 Delivery of Bids, pages 1-18-19*, delete lines 31-32.
7. *Subarticle 102-12(A) Paper Bid, page 1-18*, line 37, the reference to “Contract Officer” shall be changed to “CITY or duly authorized agent”.
8. *Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19*, delete this section in its entirety.
9. *Subarticle 102-13(B)2 Electronic Bids, page 1-19*, delete this section in its entirety.
10. *Subarticle 103-2(B) Electronic Bids, page 1-22*, delete this section in its entirety.
11. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22*, modify the reference “G.S.136-28.1” to “G.S.143-129.1”. On page 1-23, in that same subarticle under (5), line 11, modify “State Contract Officer” to “CITY or duly authorized agent”.
12. *Article 103-7 Contract Bonds, page 1-30*, line 5, modify “14” calendar days to “10” calendar days per G.S.143-129.
13. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30*, line 15, modify “14” calendar days to “10” calendar days per G.S.143-129.
14. *Article 105-9 Construction Stakes, Lines and Grades, page 1-48*, delete this section in its entirety and substitute the following: “The Municipality will not set the stakes, lines or grades for this project.”
15. *Article 108-2, Progress Schedule, page 1-68*, add the following requirement as subarticle (D) on page 1-69: “The municipality may add additional requirements as noted in the bid proposal”.
16. *Article 108-3, Preconstruction Conference, page 1-69, line 20*, change “Division Engineer” to “CITY or duly authorized agent”.
17. *Article 108-4, Construction Conferences, page 1-69, line 28*, change “Resident Engineer” to “CITY or duly authorized agent”.
18. *Article 109-8, Fuel Price Adjustments, page 1-87*, delete this article in its entirety and substitute the following: “Fuel Price Adjustments will not apply to this project.”
19. *Article-620-4, Measurement and Payment, page 6-33*, delete lines 38 through line 20 on page 6-34 and substitute the following: “Asphalt Price Adjustments will not apply to this project.”

PROJECT SPECIAL PROVISIONS GENERAL

SP-001 CONTRACT TIME & LIQUIDATED DAMAGES

(8-15-00) (Rev. 12-18-07)

108

SP1 G07 A

The date of availability for this contract is anticipated to be December 06, 2022 subject to **the issued date of the Notice to Proceed** by the City of Greenville, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **April 29, 2024 based on a contract time of four hundred and eighty-five (485) calendar days.**

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Hundred and Fifty Dollars (\$250.00)** per calendar day.

These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

SP-002 INTERMEDIATE CONTRACT TIME NUMBER 1 & LIQUIDATED DAMAGES

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Area 2, The Beach**, inclusive of L2 Timber Boardwalks, Y3 Stairs, Y3 Sidewalk, L2 Bridge, and associated sitework necessary to access the Area as shown in the plans within **three hundred and ninety (390) calendar days.**

The date of availability for this intermediate contract time is anticipated to be **February 1, 2023.**

The completion date for this intermediate contract time is **February 25, 2024.**

The liquidated damages for this intermediate contract time are **Two Hundred and Fifty Dollars (\$250.00)** per calendar day.

SP-003 INTERMEDIATE CONTRACT TIME NUMBER 2 & LIQUIDATED DAMAGES

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Anti-slip Coating*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **anticipated to be 3 to 4 months following the installation of boardwalk decking to allow for lumber to accept coating.**

The completion date for this intermediate contract time is April 29, 2024.

The liquidated damages for this intermediate contract time are **Two Hundred and Fifty Dollars (\$250.00)** per calendar day.

The Contractor will be responsible for and shall make corrections of all damages to the completed boardwalk caused by application of the Anti-slip Coating, whether occurring prior to or after placing traffic through the project.

SP-004 INTERMEDIATE CONTRACT TIME NUMBER 3 & LIQUIDATED DAMAGES

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Area 3, The Connection** as shown in the plans.

The date of availability for this intermediate contract time is anticipated to be February 1, 2023.

The completion date for this intermediate contract time is January 1, 2024.

The liquidated damages for this intermediate contract time are **Two Hundred and Fifty Dollars (\$250.00)** per calendar day.

SP-005 WEATHER DELAYS

2/28/22

SP (Kimley-Horn and Associates, Inc.)

Weather Delay shall be determined as having precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10”) liquid measure; temperatures which do not rise above that required for scheduled construction activity that day; or sustained wind in excess of twenty-five (25) MPH.

Weather delays shall be considered for extension of the contract time, but not monetary damages. Contractor shall maintain daily weather logs and submit upon request, or as part of each pay request. Log shall include type of weather delay, precipitation amount, temperature, and wind speed

Average Rainfall Days & Rainfall Amounts; Greenville, NC provided for Contractor’s information only and should not be solely relied upon for planning or scheduling purposes by the Contractor.

| | |
|----------------------------|-----------------------------|
| January, 10.6 days, 1.97” | July; 19.6 days, 3.46” |
| February; 11.1 days, 2.64” | August; 18.7 days, 3.82” |
| March; 13.8 days, 2.32” | September; 14.6 days, 3.43” |
| April; 13.8 days, 2.52” | October; 9.4 days, 2.17” |
| May; 16.7 days, 3.19” | November; 9.4 days, 2.4” |
| June; 17.1 days, 3.39” | December; 10.8 days, 2.64” |

SP-006 PERMANENT VEGETATION ESTABLISHMENT

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial

vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Contractor will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed.

The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

All work and materials necessary for the installation of **Response for Erosion Control, Seeding and Mulching; Repair Seeding; Supplemental Seeding; Mowing; Fertilizer Topdressing; Silt Excavation; and Stone for Erosion Control** shall be included in the Base Bid. No additional compensation to the Contractor shall be allowed for maintenance and removal of temporary erosion measures. Additional work required or directed by the Engineer or City of Greenville Project Manager shall be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*.

SP-007 USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)

(8-20-19)

SP01 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

SP-008 SUBSURFACE INFORMATION

(7-1-95)

450

SP1 G112 C

Subsurface information is available on the greenway and structure portions of this project.

SP-009 MAINTENANCE OF THE PROJECT

(11-20-07)(Rev. 1-17-12)

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

Page 1-39, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-39, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article*, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

Page 1-39, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

SP-010 COOPERATION BETWEEN CONTRACTORS

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2018 Standard Specifications*.

Adjoining Projects:

- Wildwood Park Mountain Bike Trails and Skills Park

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

SP-011 TWELVE MONTH GUARANTEE

(10-7-13)

108

SP1 G146

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to **City of Greenville**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **City of Greenville**, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. **City of Greenville's** first remedy shall be through the manufacturer although the Contractor is responsible for invoking

the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. **City of Greenville** would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that **City of Greenville** would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

SP-012 EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION

(1-16-07) (Rev 12-15-20)

105-16, 225-2, 16

SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, ensure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.
- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) *Oversee the work of subcontractors* so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.

- (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
 - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250

- requirements, and the applicable requirements of the *General Permit, NCG010000*.
- (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
- (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
- (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
- (d) Conduct the inspections required by the NPDES permit.
- (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
- (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
- (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
- (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
- (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
- (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

- (1) Foreman in charge of grading activities
- (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
- (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation

- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

- (D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

SP-013 MATERIALS SAMPLING AND TESTING

7/19/21

SP (Kimley-Horn and Associates, Inc.)

The City has selected a firm to perform all materials sampling and testing with a recognized and approved testing laboratory. The expense of such tests shall be borne by the City unless otherwise specified. No direct payment will be made for coordination of these tests as such costs will be considered incidental to other work being paid for by the various items in the contract. The Contractor shall schedule and coordinate each test. The City shall have the option to reject requests for testing due to the Contractor's inadequate preparation of material or other reasonable causes determined by the City as necessary for the delay of testing. The Contractor shall notify the City 48 hours ahead of time of the scheduled test and shall supply all material to the independent company for tests. The independent company will provide test results to the City. **Any cost resulting from the City requiring re-compaction or re-testing of a previously compacted and tested fill shall be borne by the Contractor.**

SP-014 SURVEYING AND LAYOUT

7/22/21

SP (Kimley-Horn and Associates, Inc.)

Surveying and Layout for the construction of this project shall be the responsibility of the Contractor. All work under this Contract shall be constructed in accordance with Section 801 of the *2018 Standard Specifications* and with the lines and grades shown on the Contract Drawings or as directed by the Engineer. The Contractor shall be responsible for all the field horizontal layout and vertical control of the improvements to be constructed under this Contract including connection to new and existing facilities and other items necessary for completion of the Contract.

The Engineer will furnish the Contractor Contract Drawings showing the location of the proposed improvements and appurtenances to be constructed under this Contract. The contract drawings will also identify the location and elevation of project control benchmarks to be used for field project control. The Contractor shall be responsible for all other ground control.

All elevations refer to the assumed project datum. Elevation of existing ground, structures, and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the Engineer for interpretation or correction.

The Contractor shall furnish all personnel, materials, and equipment necessary for the layout work required for work under this Contract. The Contractor shall be solely responsible for all locations, dimensions, and levels, and shall field verify all elevations and dimensions. No data other than the information contained in the Contract Drawings and Specifications, and written orders of the Engineer shall justify departure from the dimensions or levels required by the Contract Drawings.

The Contractor's layout work shall be done by a competent NC Registered Professional Land Surveyor, registered to practice in North Carolina and capable of interpreting the survey data furnished and control points established on the ground for the purpose of laying out his work both horizontally and vertically. The surveyor shall use the existing survey information to replace existing items being removed and replaced in kind. The Contractor shall furnish the Engineer with the name and qualifications of the proposed Professional Land Surveyor, prior to commencing work.

Contractor shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction including slope stakes for all working points, lines, and elevations.

Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes; and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, and stakes.

Existing or new control points, property markers, and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor; and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

The Engineer may check all or any portion of the layout work, at any time during construction. The Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy of completeness of his work.

SP-015 TAXES & LICENSES

6/1/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the project is performed. The Contractor shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the City, for all materials incorporated into this project and all consumable materials used in the construction of the project. The Contractor shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this project.

SP-016 SAFETY OBLIGATIONS

3/16/16

SP (City of Greenville)

Workplace safety applies to all employers as a matter of law and is enforced through OSHA, The Occupational Safety and Health Administration. The contract between the City of Greenville and any contractor shall identify project manager, supervisor and the safety and environmental officer (or representative) responsible for health,

safety and environmental compliance.

Contractors and subcontractors must perform their duties in a manner that will not endanger the safety and health of its employees, City of Greenville employees and the public as they work.

The Contractor shall meet with the City of Greenville Project Manager to discuss contract safety issues in detail. The contractor must comply with all federal, state, and local safety and environmental regulations, laws, standards, etc. as it is related to the work being performed. The Contractor must make known the safety provisions of the contract to its employees and subcontractors. The Contractor's safety and environmental officer or safety representative must ensure all employees and subcontractors are trained adequately on the applicable regulations and further enforce all applicable regulations.

SP-017 WORK HOURS

6/1/15

SP (Kimley-Horn and Associates, Inc.)

The City standard work hours are Monday thru Friday 8:00 AM to 5:00 PM. No work shall occur outside of the City of Greenville's standard work hours or during the weekend without written approval from the City of Greenville Project Manager.

If the Contractor requests work hours to commence on weekends, holidays, or exceed the standard 40 hour work week, the Contractor will be responsible for additional costs associated with CEI services. An hourly rate of \$200/hour/person (minimum of 4 hour) will be incurred by the Contractor and deducted from Contractor payment.

SP-018 MAINTAINING ACCESS

7/19/21

SP (Kimley-Horn and Associates, Inc.)

Limitation of Operations

The Contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of traffic.

When the work requires the Contractor to conduct his operations in an area, which disrupts the public access, the work shall be coordinated with the City of Greenville Project Manager at least 48 hours prior to commencement of such work.

The Contractor shall not close an area until so authorized by the City of Greenville Project Manager and until the necessary temporary sign(s) is in place.

SP-019 STORAGE OF MATERIALS

2/20/19

SP (Kimley-Horn and Associates, Inc.)

In addition to *Section 106-5 of the January 2018 North Carolina Department of Transportation Standards and Specifications for Roadways and Structures* the following shall also apply:

Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. This does not apply to excavated and/or waste material from the project that shall be regulated by reclamation plans development and approval. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the City a copy of the property owner's permission.

The Contractor shall restore the storage area to its original condition upon completion of the Project or at completion of using the private property. Such restorations shall be at no cost to the City. Prior to final payment being made, the Contractor shall submit a copy of the release from the private property owner of the storage area utilized for the Project.

SP-020 USE OF PREMISES

6/1/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the City of Greenville and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the City of Greenville and the ordinances and codes of the City of Greenville, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

SP-021 ENVIRONMENTAL

09/09/15

SP (Kimley-Horn and Associates, Inc.)

Construction equipment operated on the project site shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed only at the approved staging areas. Should leaks or ruptures occur during operations, the operators will immediately remove the equipment to the staging area and proceed with repairs. The Engineer will direct operators to remove equipment whenever a leak is observed or suspected and may require the Contractor to remove continually faulty equipment from the project site.

SP-022 ABNORMAL WEATHER CONDITIONS

12/14/21

SP (Kimley-Horn and Associates, Inc.)

The Project Areas are located within the Tar River floodway and subject to flooding from river level fluctuation. This condition will require the Contractor to plan work, including delivery and staging of materials accordingly. In the event flooding conditions or abnormal weather conditional preclude work in any of the Project Areas, the Contractor may submit a request to the Engineer for extension the completion date or Contract Time. It will be incumbent on the Contractor to document efforts to schedule around seasonal precipitation data, providing adequate manpower and equipment to diligently avoid impacts from these conditions. If Engineer determines that the controlling operation was delayed because of circumstances beyond the control of and without the fault or negligence of the Contractor, he will extend the completion date or intermediate completion date, unless otherwise precluded by other provisions of the Contract.

NCDOT Standard Specifications Section 108-10 will be used if the Contractor requests a contract extension due to adverse weather impacts.

SP-023 WATER SUPPLY

5/25/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor will be responsible for providing a water source suitable for construction of the project. If water source does not provide safe drinking water or potable water for workers, alternate drinking water such as bottled water shall be provided for workers. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-024 SANITARY FACILITIES

5/25/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor will furnish, install, and maintain ample sanitary facilities for workers. Facilities shall be secured, enclosed temporary toilets with handwashing stations adequate for workers present during construction and conveniently located throughout the project. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-025 CLEAN-UP

5/25/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor will remove all rubbish or waste materials, temporary structures, and surplus materials from the project site and legally dispose as required by the local municipality. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-026 BID EVALUATION

12/14/21

SP (Kimley-Horn and Associates, Inc.)

It is the intent of these Contract Documents to award a construction contract to the lowest responsible, responsive bidder if the Total Base Bid is within the available funds:

SP-027 AWARD OF CONTRACT

7/22/21

SP (Kimley-Horn and Associates, Inc.)

In addition to *Section 103* of the *NCDOT 2018 Standard Specifications*, during the bid evaluation process the City will factor in the Contractor's Work Experience and Professional Qualifications provided with the bid submittal.

SP-028 EXECUTION OF CONTRACT

6/1/15

SP (City of Greenville)

In addition to *Section 103-7, 103-8 and 103-9 of the NCDOT 2018 Standard Specifications*, when the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

SP-029 NOTICE TO PROCEED

09/08/15

SP (Kimley-Horn and Associates, Inc.)

The City will issue a Notice to Proceed (NTP) to the Contractor upon award and execution of the contract. The Contractor shall not perform any Work prior to the date on which the NTP commences. The City reserves the right to issue an Administrative Notice to Proceed authorizing the Contractor to place orders for products requiring long lead times, or to obtain certain permits prior to beginning any Work. If an Administrative Notice to Proceed is issued, the Contractor shall not perform any Work prior to the date on which the Notice to Proceed commences.

SP-030 PRE-CONSTRUCTION CONFERENCE

06/13/17

SP (Kimley-Horn and Associates, Inc.)

A pre-construction conference will be scheduled as soon as practical after award of the Contract. The Contractor shall attend the pre-construction conference with the prospective project superintendent, any anticipated major subcontractors, and major suppliers. The utility representatives should also be invited to the pre-construction conference. The Contractor shall also provide at least two (2) local telephone numbers that may be used to contact the Contractor or the Contractor's authorized representative in the event of an emergency after normal business hours.

The pre-construction conference may be held virtually at the City's discretion. Should the City prefer a virtual pre-construction conference, the Contractor will be notified and provided with further instruction accordingly.

SP-031 CONSTRUCTION PROGRESS SCHEDULE AND PROGRESS MEETINGS

5/25/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor will develop and maintain a detailed construction schedule including all significant construction items and milestones. Schedule shall be updated and presented at progress meetings. Progress Meetings shall be scheduled and hosted by the Contractor on a regular basis, but no less than monthly, either onsite or in the City of Greenville's offices as determined by the City. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-032 SUBMITTALS AND SHOP DRAWINGS

7/30/19

SP (Kimley-Horn and Associates, Inc.)

Unless otherwise specified herein, the Contractor shall submit shop drawings for construction materials for acceptance by the Engineer, prior to use of any material on the project site. Submittals shall be made for, but not limited to, the following items: asphalt, concrete, storm drainage, public utility, and structure products. The Contractor shall submit electronic copy of shop drawings for each material to be reviewed by the Engineer. The electronic submittal will be made through an online construction management software. The Engineer shall have ten (10) calendar days to complete the review. If necessary, the shop drawing will be submitted to NCDOT for their review as well. Upon review, notification will be provided to the City and the Contractor of acceptance, corrections needed, or rejection of the materials. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

SP-033 REQUEST FOR INFORMATION (RFI) PROCEDURES

5/25/15

SP (Kimley-Horn and Associates, Inc.)

All requests for information need to be sent to the Engineer in writing. The RFI will need to be an electronic submittal in Adobe PDF format. Contractor shall provide & maintain project management software approved by the City of Greenville Project Manager. The Engineer will respond within ten (10) calendar days.

SP-034 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDING

09/09/15

SP (Kimley-Horn and Associates, Inc.)

Description

- A. The Contractor shall employ a competent photographer to take construction record photographs and audio/video record all construction areas within the project area prior to, during the course of, and after the Work.
- B. Furnish all labor, materials and equipment and furnish color audio video recording of the project site as specified herein.
- C. Furnish to the Owner an electronic copy of a continuous color audio video recording along the entire project limits. The recording shall be taken prior to any construction activity. In addition, at certain locations, the Engineer/Owner reserves the right to request preconstruction photography or video recording after clearing operations have been performed but prior to commencement of any construction activities.
- D. The Owner reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Owner shall be rerecorded at no cost to the Owner. Under no circumstances shall construction begin until the Owner has received and accepted the audio video recordings.
- E. The recording shall be performed by a qualified, established audio video recording firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.

Photography Required

- A. Ground views shall be provided of the culvert project corridor before any work begins.
- B. The Contractor shall take ten photographs of the project work for each Application for Payment. Provide

photographs taken on cutoff date for each scheduled Application for Payment.

- C. Views and quantities required:
 - 1. At each specified time, ground view photographs projected from a minimum of ten different views, as directed and approved by the Engineer.
 - 2. Provide one electronic copy of each view.
 - 3. Photographer shall agree to furnish prints to Owner and the Engineer at commercial rates applicable to time of purchase. Photographer shall also agree to participate as required in any litigation requiring the photographer as an expert witness.

Preconstruction Audio/Video USB Flash Drives

- A. USB Flash Drive recordings shall be made not more than 60 days prior to construction and 60 days after Substantial Completion. No construction shall begin prior to review and approval of the recordings covering the construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of a recording not conforming to specifications and require that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio/video coverage. All original recordings and written records shall become the property of Owner.
- B. The Contractor shall engage the services of a professional videographer. The color audio/video recordings shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of construction color audio/video recording documentation. The videographer shall furnish to the Engineer a list of all equipment to be used for the audio/video recording, (i.e., manufacturer's name, model number, specifications, and other pertinent information). Additional information to be furnished by the videographer shall include the names and addresses of two references that the videographer has performed color audio/video recording for projects of a similar nature including one within the last twelve months.

Methods

Technique

- A. Factual presentation
- B. Correct exposure and focus
 - 1. High resolution and sharpness
 - 2. Maximum depth-of-field
 - 3. Minimum distortion

Views Required

- A. Photograph from location to adequately illustrate condition of construction and state of progress.
 - 1. Consult with the Engineer at each period of photography for instructions concerning views required.

Audiovisual Recording

- A. The recordings shall contain coverage of all surface features within the construction zone of influence. These features shall include, but not be limited to, all roadways, pavement, retention ponds, railroad tracks, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, landscaping, trees, visible utilities, fences, structures, and buildings. Of particular concern shall be the condition of existing vegetation, terrain, and structures and the existence or nonexistence of any faults, fractures, or defects. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

- B. Accompanying each video recording shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversation between the camera operator and any other production technicians.
- C. USB Flash Drive Indexing
 - 1. USB Flash Drive Identification: All USB Flash Drives shall be permanently labeled and shall be properly identified by USB Flash Drive number, Owner's name, date of recording, location and standing limit of USB Flash Drive and project name and number.
 - 2. USB Flash Drive Log: Each USB Flash Drive shall have a log of that USB Flash Drive's contents. The log shall describe the various segments of coverage contained on that USB Flash Drive in terms of the names of the streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers when possible, and the date of the recording. Video logs shall provided electronically.
- D. Visibility: All recording shall be performed during times of good visibility; no recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce sharp, bright video recordings of those subjects.
- E. The average rate of travel during a particular segment of coverage shall be directly proportional to the number, size, and value of the surface features within that construction area's zone of influence.
- F. Camera Operation
 - 1. Camera Height and Stability: When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed 10 feet. The camera shall be firmly mounted such that transport of the camera during the recording process will not cause an unsteady picture.
 - 2. Camera Control: Camera pan, tilt, zoom-in and zoom-out rates shall be sufficiently controlled such that recorded objects shall be clearly viewed during video playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance and electrical focus shall be properly controlled or adjusted to maximize picture quality.
 - 3. Viewer Orientation Techniques: The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be utilized. In areas where the proposed construction location will not be readily apparent to the video viewer, highly visible yellow flags shall be placed, by the Contractor, in such a fashion as to clearly indicate the proposed center line of construction.

Submittals

Photographs

- A. Photographs should be provided via clearly labeled USB Flash Drives. Photograph files and folders stored on USB Flash Drives shall be neatly organized and follow a clear file naming convention to be agreed upon between the Contractor and the Owner.

Audio/Video Recording

- A. The total audio/video system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall

produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. All video recordings shall be electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.

B. USB Flash Drives

USB Flash Drives shall be new and thus shall not have been previously used for any purpose. Two USB Flash Drives (one original and one copy) including electronic logs shall be provided upon acceptance of recordings.

Payment

There will be no separate measurement or payment for this work, and all associated costs will be considered incidental to other items in the contract.

SP-035 FIRE DEPARTMENT COORDINATION

09/09/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor shall maintain emergency fire equipment access to all fire hydrants within the project area at all times. Notify the City for Greenville Fire Department, 252-329-4390 seventy-two (72) hours prior to work being performed within 200 feet of any fire hydrant.

SP-036 QUANTITY TICKETS

09/09/15

SP (Kimley-Horn and Associates, Inc.)

All quantity tickets for items not measurable in place shall be submitted in duplicate to the Project Inspector within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and the submittal of tickets to the Project Inspector.

SP-037 AS-BUILT AND RECORD DRAWING

12/09/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor shall be fully responsible for performing all work and collection of all necessary data to provide the City of Greenville Record Drawings in accordance with City of Greenville Standard Drawing C30.01 and C30.02 and as described in this provision. Record drawings of water and sanitary sewer improvements shall be prepared in accordance with Greenville Utilities Commission's standards and requirements.

The Record Drawings are not intended to document the final quantities but are intended to show approved revisions to the contract design as stated below. The Contractor is responsible for the As-Built Drawings and the Engineer of Record will complete the final Record Drawing. The As-Built Drawing, including the project survey shall be completed by a registered professional land surveyor or a licensed professional engineer in the State of North Carolina. Identification and location of site improvements shall conform to the recommended standards of the North Carolina Licensing Board for Professional Engineers and Land Surveyors. All work performed by the designated PLS or PE, shall be accompanied by the seal and signature of the PLS or PE.

The As-Built Drawing shall consist of a full size set of blue/black line prints and digital CADD/Microstation files with approved field changes delineated in red ink. All redline revisions shall be located properly on the drawing and shall be true to scale. The Contractor shall supply two (2) copies of the signed As-Built Drawing in paper

format and the electronic digital file to the Engineer of Record for review. The Contractor will need to provide any clarification or additional information as deemed necessary by the Engineer to meet the City's requirements.

The As-Built Drawing shall be submitted to the Engineer of Record within thirty (30) calendar days following the date of the City final acceptance of the project.

The following identifies the requirements, information, and format for submitting Record Drawings to the City of Greenville Engineering Department for review and approval. Record Drawings shall be submitted for any street and city storm drainage infrastructure proposed for maintenance by the City of Greenville. Record Drawings shall be submitted and approved prior to scheduling of the pre-final street acceptance inspection.

All Record Drawings shall include, but not necessarily be limited to, the following:

1. Streets
 - a. Horizontal alignment of the centerline (changes to be noted)
 - b. Centerline final surface elevation
 - i. Intersections – crossing of street centerlines
 - ii. Points of vertical inflection (pvi) – street centerline at point of inflection
 - iii. Radius points of cul-de-sacs
 - iv. Radius points for “hammerheads”
 - v. End of pavement construction (street centerline)
 - c. Width (verification with approved plans)
 - d. Top of curb elevations for relocated curb
2. Sidewalks and Curb Ramps (verification with approved plans)
 - a. Width
 - b. Length
 - c. Thickness
 - d. Material
 - e. Location
3. Stormwater Pipes
 - a. Size
 - b. Shape
 - c. Material
 - d. Length
 - e. Slope
4. Sanitary Sewer Pipes
 - a. Size
 - b. Shape
 - c. Material
 - d. Length
 - e. Slope
5. Water Lines
 - a. Size
 - b. Shape
 - c. Material
 - d. Length
 - e. Slope
 - f. Valve Locations
 - g. Valve/Junction Depth
6. Structures (Junction Box, Drop Inlets, Catch Basins, Interference Boxes, Outlet Structures)
 - a. Rim/hood elevation
 - b. All pipe invert elevations
 - c. Material
 - d. Construction type (pre-cast, masonry block, or cast-in-place)
 - e. Interior bottom elevation of structure

- f. Cover (lid/grate) dimensions
- g. Weirs
 - i. Type
 - ii. Invert elevation
 - iii. Top of weir elevation
 - iv. Length
- 7. Level Spreaders/Flow Diffusers
 - a. Length
 - b. Material
 - c. Depth
 - d. Width
- 8. Flared End Sections
 - a. Material
 - b. Invert
 - c. Size
 - d. Outlet/Inlet Protection
 - i. Dimensions
 - ii. Tonnage
- 9. BMP
 - a. Wetland
 - i. Topo
 - ii. Outlet structure (refer to Structures requirements listed above)
 - iii. Outlet pipe (refer to Stormwater Pipe requirements listed above)
 - b. Permeable Pavement
 - i. Footprint
 - c. RSC
 - i. Topo
 - d. Bioretention Area
 - i. Topo
 - ii. Outlet Structures (refer to Structures requirements listed above)
 - iii. Underdrain depths and junction locations
- 10. Sanitary Sewer Manhole Structures
 - a. Rim/hood elevation
 - b. All pipe invert elevations
 - c. Material
 - d. Construction type (pre-cast, masonry block, or cast-in-place)
 - e. Interior bottom elevation of structure
 - f. Cover (lid/grate) dimensions

The submittal process for the review and approval of Record Drawings is as follows:

1. Submittal of Record Drawings
 - a. Submit two (2) copies of either a contractor's "red-lined" mark-ups of approved construction drawings or an electronic submission of approved construction drawings with changes to the above "clouded" based on a contractor's "red-lined" mark-ups to the Engineer of Record.
 - i. Only changes from the approved construction drawings need to be presented
 - ii. The "red-lined" information will have a single line placed through it with the revision information or measurement placed next to it.
 - iii. If an electronic drawing is submitted in place of the contractor's red-line drawings, then a single line will be drawing through the errant information. The correct information will be placed next to the errant information and a "cloud" will surround both.
 - b. Upon receipt of As-Built Drawings, the Engineer of Record shall review the As-Built Drawings to determine and establish if any construction deviations will impact positive storm drainage flow throughout the system or place the system out of compliance with the City of Greenville requirements. The Contractor will be responsible for providing any clarification or additional

information as deemed necessary by the Engineer to confirm the construction of the street(s) and storm drainage infrastructure is completed in substantial accordance with the approved plans and specifications.

- i. If there is not positive drainage throughout the storm drainage system or if the system is not in compliance with the approved construction drawings or the City of Greenville requirements, the engineer and City will work with the Contractor to determine a viable solution(s). The Contractor will need to provide a stormwater system that provides positive drainage.
 - ii. The benchmark(s) and datum used for measurements of the As-Built Drawings shall be conveyed and easily interpreted on the submitted drawings and shall be the same as used for the design of the original approved construction drawings and for construction.
 1. If the referenced benchmark(s) used for design and construction and shown on the approved construction drawings have been compromised, new benchmark(s) must be reestablished to an accuracy on the site from published NGS monuments in accordance with the Standard of Practice for Land Surveyors in North Carolina, N.C.A.C Title 21, Chapter 56, Section 1600, and by either conventional survey methods or Global Positioning System survey methods (21 NCAC 56 1607).
2. Upon approval of the As-Built Drawings, the Engineer of Record shall submit to the City Engineering Division:
- a. One (1) signed and sealed copy of Record Drawings.
 - b. An electronic copy of the drawing in PDF format with the following certification:

“I, _____, as a duly registered Professional Engineer in the State of North Carolina, hereby certify that construction of the street(s) and storm drainage infrastructure as presented on these Record Drawings has been completed in substantial accordance with the approved plans and specifications and that the information pertaining to said infrastructure provided by _____ and prepared under the supervision of _____ is correct to the best of my knowledge and belief.”
 - c. An electronic drawing in a version of AutoCAD “DWG” format compatible with the City of Greenville’s current system.
 - d. The Engineer’s & Owners Certification Completion forms (Std. details No. C31.01 & C31.02, respectively).

Measurement and Payment

All work and materials necessary for As-built Survey and Record Drawings shall be included in the Base Bid.

SP-038 DRUG FREE WORKPLACE

6/1/15

SP (Kimley-Horn and Associates, Inc.)

The Contractor is to provide and maintain a drug free workplace, including certification, in accordance with the Federal Drug Free Workplace Act of 1988 (40 CFR Part 32).

SP-039 PROJECT SITE ACCESS

09/09/15

SP (Kimley-Horn and Associates, Inc.)

Approved access points to the project site are designated on the plan sheets. Damage to any existing access public or private roads, sidewalks, curbs, or any other improvements shall be repaired to a condition that is at least as good as or better than the road condition before start of construction, as directed by the Engineer. To document the existing condition of roads PRIOR to any equipment entering the property, the Contractor shall take photographs of those areas that will be used to access the project. The Contractor shall provide the Engineer with copies of these photographs within one week of the commencement of construction activities. Any damage to existing parking lots, roadways, sidewalk, curb and gutter, fences or other private property outside of project construction

limits will be considered incidental to the project and will be replaced by the Contractor at no cost to the City

SP-040 WORK EXPERIENCE AND PROFESSIONAL QUALIFICATIONS

09/09/15

SP (Kimley-Horn and Associates, Inc.)

During the bid evaluation process, the work experience, quality of workmanship, and professional qualifications of contractors and, where relevant, subcontractors expected to do specialized type of work, will be considered of extreme importance and weighed heavily.

As part of the bid submission and evaluation process, the City will require bidders to demonstrate experience and proficiency in the following specialty areas:

1. Timber Boardwalks
2. Pre-fabricated Pedestrian Bridges

To illustrate experience and proficiency Contractors will need to provide relevant supplemental information and data for each specialty area, including, but not limited to the following:

1. Documentation of at least three (3) successfully completed projects of similar scope performed as prime contractor and/or by the intended subcontractor within the last five (5) years.
2. The name of the foreman or supervisor (that will be expected to remain on site at all times per the terms of the Contract), including a description of his or her relevant prior work experience.
3. The names and supporting materials showing the experience of any subcontractors anticipated to be used on the project.
4. A list of the type and amount of heavy and other commercial equipment that will be used during the construction process.
5. The name and professional credentials of the planting sub-contractor, if one is intended to be used. (For Stream Restoration Only)

The bidder must submit the information on the provided sheets located in the Forms Section at the time of bid submittal. It is anticipated that the successful bidder will be required to have relevant work experience consisting of at least three (3) projects preferably within the last five (5) years for each specialty; provided, the City may weigh and vary, in its reasonable discretion, such experiential and professional standards and requirements, to the end that an award will be recommended to the lowest responsible bidder with demonstrated quality and experience in similar project work.

STANDARD SPECIAL PROVISIONS GREENWAY & DRAINAGE

SP-041 TRAIL ALIGNMENT REVIEW

2/28/22

SP (Kimley-Horn and Associates, Inc.)

Tree removal along -L4- alignment will not be permitted without prior approval from the City of Greenville Project Manager. Following construction stakeout of the trail alignment at fifty-foot (50'-0") intervals, the Contractor shall schedule a field meeting with Engineer and City staff to review alignment, access routes, tree protection, pruning or trimming required, and all related work procedures necessary for construction of the timber boardwalk. A minimum of ten (10) calendar days notice shall be provided by Contractor for field meeting date. No additional compensation will be allowed for costs associated with this review or minor alignment adjustments determined during the review for the benefit of preserving existing specimen trees as long as the overall length of timber boardwalk does not increase.

SP-042 CLEARING AND GRUBBING - METHOD II

(9-17-02) (Rev.8-18-15)

200

SP2 R02A

Perform clearing on this project to the limits established by Method "II" shown on Standard Drawing No. 200.02 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

SP-043 BURNING RESTRICTIONS

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the City of Greenville's property or the project site. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

SP-044 SHOULDER AND FILL SLOPE MATERIAL

(5-21-02)

235, 560

SP2 R45 A

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2018 Standard Specifications*. Where the material has been obtained from an authorized stockpile or from a borrow source. All work will be considered incidental to various grading operations and included in the Base Bid.

SP-045 FINAL SURFACE TESTING NOT REQUIRED

(5-18-04) (Rev. 5-15-12)

610

SP6 R45

Final surface testing is not required on this project.

SP-046 AUTOMATED MACHINE GUIDANCE

(1-2-11)

801

SP8 R01

Description

This Special Provision contains requirements to be followed if the Contractor elects to use Global Positioning System (GPS) machine control grading and shall be used in conjunction with Section 801 of the *Standard*

Specifications. The use of this technology is referenced as Automated Machine Guidance (AMG).

All equipment using AMG shall be able to generate end results that meet the *Standard Specifications*. Perform test sections for each type of work to be completed with AMG to demonstrate that the system has the capability to achieve acceptable results. If acceptable results cannot be achieved, conform to the requirements for conventional stakeout.

The Contractor shall be responsible for all errors resulting from the use of AMG and shall correct deficiencies to the satisfaction of the Engineer at no cost to the Department.

Submittals

If the Contractor elects to use AMG, a Digital Terrain Model (DTM) of the design surface and all intermediate surfaces shall be developed and submitted to the Engineer for review.

At least 90 days prior to beginning grading operations, the Contractor shall submit to the Engineer an AMG work plan to include, but not limited to, proposed equipment, control software manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential correction data to rover units (this may include the NC Network RTK). All surveys must be tied to existing project control as established by NCDOT.

Inspection

The Engineer will perform quality assurance checks of all work associated with AMG. If it is determined that work is not being performed in a manner that will assure accurate results, the Engineer may require corrective action at no cost to the Department.

The Contractor shall provide the Engineer with one GPS rover unit for use during the duration of the contract. The rover will be loaded with the same model that is used with the AMG and have the same capability as rover units used by the Contractor. The rover will be kept in the possession of the Engineer and will be returned to the Contractor upon completion of the contract. Any maintenance or repairs required for the rover will be the responsibility of the Contractor. Formal training of at least 8 hours shall be provided to the Engineer by the Contractor on the use of the proposed AMG system.

Subgrade and Base Controls

If the Contractor elects to use AMG for fine grading and placement of base or other roadway materials, the GPS shall be supplemented with a laser or robotic total station. Include details of the proposed system in the AMG work plan. In addition, the following requirements apply for the use of AMG for subgrade and base construction.

Provide control points at intervals along the project not to exceed 1,000 feet. The horizontal position of these points shall be determined by static GPS sessions or by traverse connection from the original base line control points. The elevation of these control points shall be established using differential leveling from project benchmarks, forming closed loops where practical. A copy of all new control point information shall be provided to the Engineer prior to construction activities.

Provide control points and conventional survey grade stakes at 500 foot intervals and at critical points such as, but not limited to, PCs, PTs, superelevation transition points, and other critical points as requested by the Engineer.

Provide hubs at the top of the finished subgrade at all hinge points on the cross section at 500-foot intervals. These hubs shall be established using conventional survey methods for use by the Engineer to check the accuracy of construction.

Measurement and Payment

No direct payment will be made for work required to utilize this provision. All work will be considered incidental to various grading operations and included in the Base Bid.

SP-047 PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 Standard Specifications as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

| TABLE 1000-1 REQUIREMENTS FOR CONCRETE | | | | | | | | | | | |
|---|--------------------------------------|----------------------------|-------------------|----------------------------|-------------------|--|------------------------|----------------|------|--------------|-----------|
| Class of Concrete | Min. Compressive Strength at 28 days | Maximum Water-Cement Ratio | | | | Consistency Maximum Slump | | Cement Content | | | |
| | | Air-Entrained Concrete | | Non-Air-Entrained Concrete | | Vibrated | Non-Vibrated | Vibrated | | Non-Vibrated | |
| | | Rounded Aggregate | Angular Aggregate | Rounded Aggregate | Angular Aggregate | | | Min. | Max. | Min. | Max. |
| | | Units | psi | | | | | inch | inch | lb/cy | lb/cy |
| AA | 4500 | 0.381 | 0.426 | --- | --- | 3.5 ^A | --- | 639 | 715 | --- | --- |
| AA Slip Form | 4500 | 0.381 | 0.426 | --- | --- | 1.5 | --- | 639 | 715 | --- | --- |
| Drilled Pier | 4500 | --- | --- | 0.450 | 0.450 | --- | 5 – 7 dry 7 - 9 wet | --- | --- | 640 | 800 |
| A | 3000 | 0.488 | 0.532 | 0.550 | 0.594 | 3.5 ^A | 4.0 | 564 | --- | 602 | --- |
| B | 2500 | 0.488 | 0.567 | 0.559 | 0.630 | 1.5 machine placed 2.5 ^A hand placed | 4.0 | 508 | --- | 545 | --- |
| Sand Light-weight | 4500 | --- | 0.420 | --- | --- | 4.0 ^A | --- | 715 | --- | --- | --- |
| Latex Modified | 3000 (at 7 days) | 0.400 | 0.400 | --- | --- | 6.0 | --- | 658 | --- | --- | --- |
| Flowable Fill excavatable | 150 max. (at 56 days) | as needed | as needed | as needed | as needed | --- | Flowable | --- | --- | 40 | 100 |
| Flowable Fill non-excavatable | 125 | as needed | as needed | as needed | as needed | --- | Flowable | --- | --- | 100 | as needed |
| Pavement | 4500 Design, field 650 flexural, | 0.559 | 0.559 | --- | --- | 1.5 slip form 3.0 hand placed | --- | 526 | --- | --- | --- |

| | | | | | | | | | | | |
|-------------|------------------|------------------|------------------|-----|-----|-----|-----------|-----------|-----------|-----------|-----------|
| | design only | | | | | | | | | | |
| Precast | See Table 1077-1 | as needed | as needed | --- | --- | 6.0 | as needed |
| Prestressed | per contract | See Table 1078-1 | See Table 1078-1 | --- | --- | 8.0 | --- | 564 | as needed | --- | --- |

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor’s responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

SP-048 MATERIALS FOR PORTLAND CEMENT CONCRETE

(9-15-20)

1000, 1024

SP10 R24

Revise the 2018 Standard Specifications as follows:

Page 10-52, Article 1024-4, WATER, lines 3-6, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER, replace with the following:

| TABLE 1024-2 PHYSICAL PROPERTIES OF WATER | | |
|--|---|--------------------|
| Property | Requirement | Test Method |
| Compression Strength, minimum percent of control at 3 and 7 days | 90% | ASTM C1602 |
| Time of set, deviation from control | From 1:00 hr. earlier to 1:30 hr. later | ASTM C1602 |
| pH | 4.5 to 8.5 | ASTM D1293 * |
| Chloride Ion Content, Max. | 250 ppm | ASTM D512 * |
| Total Solids Content (Residue), Max. | 1,000 ppm | SM 2540B * |
| Resistivity, Min. | 0.500 kohm-cm | ASTM D1125 * |

*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

SP-049 WORK ZONE INSTALLER

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

SP-050 DEWATERING

3/15/16

SP (KIMLEY-HORN AND ASSOCIATES)

Description

Dewatering shall include all work necessary to prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

Submittals

The Contractor will be required to submit a dewatering plan, designed by a North Carolina professional engineer, and any necessary permits to be reviewed in compliance with the plans and approved by the City of Greenville Project Manager. The sealed dewatering plan shall detail the approach for capture, control and discharge of surface and groundwater resulting from dewatering (approval of the plan by the Engineer shall not alleviate the contractor's responsibilities for the dewatering system). The sealed dewatering plan shall, at a minimum, follow this specification.

During construction, the Contractor shall be required to submit to the on-site inspector or authorized agent a weekly inspection report, prepared and completed by the dewatering system design engineer, documenting that the system is properly installed, functioning and is providing a dewatered condition at the bottom of the trench excavation per the sealed dewatering plan to construct all items in the "dry."

Construction Methods

- a) Water in trenches: When ground water is encountered, the Contractor shall remove the water that accumulates in the trenches or pits, which would affect the construction of the lines or their appurtenances, by pumping, bailing, well- pointing, or other approved dewatering method and shall perform all work necessary to keep the trenches or pits entirely clear from water while bedding is being placed, the pipe (or culvert) is being laid, masonry units are being placed, and structures are either being set or constructed. All water removed from the trench shall be conveyed in a proper manner to a suitable point of discharge and shall comply with applicable erosion and sediment control laws. Pipe/culvert laying and pipe jointing shall be made in the "dry"
- b) No pipe shall be constructed in water and water shall not be allowed to drain through the pipe. The open end of the pipe shall be kept closed with a tight fitting plug to prevent washing of any foreign matter into the line.

- c) No structure shall be constructed in water and water shall not be allowed to flow over or rise upon any concrete masonry structure until the work has been accepted.
- d) The Contractor shall dispose of water from the trenches in such a manner to cause no injury to public health, public or private property, work completed or in progress, street surfaces, or which may cause any interference with the use of the streets. Water, if odorless and stable, may be discharged into an existing storm drain, channel, or street gutter in a manner approved by the City Engineer. When required by the City Engineer, a means shall be provided for desilting (filtering) the water before discharge. Under no circumstances shall water be discharged to the sanitary sewer.
- e) Prevent surface water from ponding on prepared subgrades and from flooding project site and the surrounding area. Reroute surface water runoff away from or around excavated areas.
- f) Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- g) Install a dewatering system to keep subgrades dry and convey ground water away from excavations. The cost of shoring, sheeting, well pointing, gravel bedding and other dewatering devices shall be included in the unit price of the pipe. Maintain until dewatering is no longer required.
- h) Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation. Include cost of de-watering in proposal for water, sewer, or storm drainage lines. No additional compensation for this item is permitted.
- i) Where underground streams or springs are encountered, provide temporary drainage, well pointing, or bailing. Notify City Engineer or duly authorized agent of such conditions.
- j) Backfilling shall not take place when the trench contains water in an amount to create soupy conditions.

Measurement and Payment

No separate payment will be made for this work, and all associated costs will be considered incidental to the cost of the structures.

SP-051 HEAVY DUTY GRAVEL PAVEMENT

02/15/22

SP (Kimley-Horn and Associates, Inc.)

Description

The work covered by this section consists of furnishing, stockpiling, placing and maintaining an approved stone to be used at the locations designated in the contract and as directed by the Engineer.

Materials

Refer to the *2018 Standard Specifications*.

| Item | Section |
|-----------------------|----------------|
| Aggregate Base Course | 520 |

Measurement and Payment

All work and materials necessary for the installation of Heavy Duty Gravel Pavement shall be included in the Base Bid. Aggregate Base Course as part of the Heavy Duty Gravel Pavement will be measured by delivery tickets from certified platform scales as provided by the delivery driver. Stockpiled material will not be measured a second time and no further compensation will be provided to the Contractor. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor’s Application for Payment.

Payment will be at the contract unit price for:

| Pay Item | Pay Unit |
|-----------------------------|-----------------|
| Aggregate Base Course | Tons |

SP-052 HEAVY DUTY CONCRETE SIDEWALK (SIX INCH (6'') REINFORCED CONCRETE)

7/21/21

SP (Kimley-Horn and Associates, Inc.)

Description

Reinforced concrete shall be installed in locations specified on plans. Refer to Heavy Duty Concrete Sidewalk Section detail.

Materials

Heavy Duty Concrete Sidewalk Section shall be a minimum thickness of six inches (6''), constructed of Portland Cement Concrete, Class "A", with #4 bars imbedded at 12" on center each way in the concrete. No other concrete material will be allowed. The concrete shall meet a minimum compressive strength of four thousand (4,000) psi at 28 days.

Use high, early strength concrete for all reinforced concrete areas identified. Provide high early strength concrete that meets the requirements of Article 1000-6 of the Standard Specifications.

Measurement and Payment

All work and materials necessary for the installation of Standard Sidewalk shall be included in the Base Bid. Excavation for base materials, reinforcing, placing, finishing, expansion and / or control joints for Standard Sidewalks shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor's Application for Payment.

The Engineer shall require any concrete that fails to meet the required compressive strength for Class "A" concrete after twenty-eight (28) days to be removed from any portion of a multi-use path or sidewalk and be replaced at the contractor's expense.

Payment will be made under:

| Pay Item | Unit |
|---|--------------|
| Heavy Duty Concrete Sidewalk (6'' Reinforced Concrete Sidewalk) | Square Yards |

SP-053 TYPICAL CONCRETE SIDEWALK (FOUR INCH (4'') CONCRETE WITH WELDED WIRE FABRIC)

7/21/21

SP (Kimley-Horn and Associates, Inc.)

Description

The typical sidewalk concrete section shall be installed in locations specified on plans. Refer to Typical Sidewalk Section in plans for sidewalk detail.

Materials

Sidewalk shall be a minimum thickness of four inches (4''), constructed of Portland Cement Concrete, Class "A", with a welded wire mesh, 6" x 6" - W2.9 x W2.9, or stronger mesh, embedded in the concrete. No other concrete material will be allowed. The concrete shall meet a minimum compressive strength of four thousand (4,000) psi at 28 days.

Use high, early strength concrete for all reinforced concrete areas identified. Provide high early strength concrete that meets the requirements of Article 1000-6 of the Standard Specifications.

Measurement and Payment

All work and materials necessary for the installation of Typical Sidewalk shall be included in the Base Bid. Excavation for base materials, reinforcing, placing, finishing, expansion and / or control joints for Standard Sidewalks shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and/ or reporting with Contractor’s Application for Payment.

The Engineer shall require any concrete that fails to meet the required compressive strength for Class “A” concrete after twenty-eight (28) days to be removed from any portion of a sidewalk and be replaced at the contractor’s expense.

Payment will be made under:

| Pay Item | Unit |
|---|--------------|
| Typical Concrete Sidewalk (4” Concrete Sidewalk with Welded Wire Fabric)..... | Square Yards |

SP-054 COMPOSITE SAFETY FENCE

7/21/21

SP (Kimley-Horn and Associates, Inc.)

Description

This work shall consist of erecting a pedestrian railing at the locations shown in the Plans. Refer to the Connection Composite Safety Fence Detail for details.

Materials

Fence materials provided shall be four-foot (4’-0”) tall Composite Safety Fence Rail with Solid Wood insert. Fence basis of design shall be four (4) rail with four-inch (4”) square posts. The fence shall be provided in the standard brown color. Color, dimensions, and style of the fence will be considered in the Engineer’s decision as to whether a proposed system is an “approved equal.”

Concrete fill shall conform to Section 1000 of the Standard Specifications and shall be Class A minimum to anchor fence posts.

Construction Requirements

Embedment of fence posts shall conform to manufacturer recommendations and Plan set, whichever is more conservative.

The Contractor shall be responsible for protecting the fence components from damage during storage, handling, installation, and subsequent construction operations. Damage to fence components shall be grounds for rejection of the work. The Contractor shall clean the installed fencing, prior to final acceptance, in accordance with manufacturer specifications.

Method of Measurement and Basis of Payment

All work and materials necessary for the installation of Composite Safety Fence shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting

with Contractor's Application for Payment.

Payment will be made under:

| Pay Item | Pay Unit |
|-----------------------|-----------------|
| Composite Fence | Linear Feet |

SP-055 REMOVE AND RESET RIP RAP

(5-5-15)

SP (Kimley-Horn and Associates, Inc.)

Description

Remove and reset existing rip rap as shown on the plans, or as directed by the Engineer and in accordance with Section 876 of the *2018 Standard Specifications*.

Measurement and Payment

All work and materials necessary for the Removal and Resetting Rip-rap shall be included in the Base Bid. Temporary stockpiling, installation of new geotextile, and anchors shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor's Application for Payment.

Payment will be made under:

| Pay Item | Unit |
|--------------------------------|-------------|
| Remove and Reset Rip Rap | Square Yard |

STANDARD SPECIAL PROVISIONS STRUCTURES

SP-056 FALSEWORK AND FORMWORK

(02/14/22)

SP (Kimley-Horn and Associates, Inc.)

Description

Use this Special Provision as a guide to develop temporary works submittals required by the Standard Specifications or other provisions; no additional submittals are required herein. Such temporary works include, but are not limited to, falsework and formwork.

Falsework is any temporary construction used to support the permanent structure until it becomes self-supporting. Formwork is the temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Access scaffolding is a temporary structure that functions as a work platform that supports construction personnel, materials, and tools, but is not intended to support the structure. Scaffolding systems that are used to temporarily support permanent structures (as opposed to functioning as work platforms) are considered to be falsework under the definitions given. Shoring is a component of falsework such as horizontal, vertical, or inclined support members. Where the term “temporary works” is used, it includes all of the temporary facilities used in bridge construction that do not become part of the permanent structure.

Design and construct safe and adequate temporary works that will support all loads imposed and provide the necessary rigidity to achieve the lines and grades shown on the plans in the final structure.

Materials

Select materials suitable for temporary works; however, select materials that also ensure the safety and quality required by the design assumptions. The Engineer has authority to reject material on the basis of its condition, inappropriate use, safety, or nonconformance with the plans. Clearly identify allowable loads or stresses for all materials or manufactured devices on the plans. Revise the plan and notify the Engineer if any change to materials or material strengths is required.

Design Requirements

Working Drawings

Provide working drawings for items as specified in the contract, or as required by the Engineer, with design calculations and supporting data in sufficient detail to permit a structural and safety review of the proposed design of the temporary work.

On the drawings, show all information necessary to allow the design of any component to be checked independently as determined by the Engineer.

When concrete placement is involved, include data such as the drawings of proposed sequence, rate of placement, direction of placement, and location of all construction joints.

When required, have the drawings and calculations prepared under the guidance of, and sealed by, a North Carolina Registered Professional Engineer who is knowledgeable in temporary works design.

If requested by the Engineer, submit with the working drawings manufacturer’s catalog data listing the weight of all construction equipment that will be supported on the temporary work. Show anticipated total settlements and/or deflections of falsework and forms on the working drawings. Include falsework footing settlements, joint take-up, and deflection of beams or girders.

As an option for the Contractor, overhang falsework hangers may be uniformly spaced, at a maximum of 36 inches, provided the following conditions are met:

Wildwood Park Bridges & Boardwalks

| Member Type (PCG) | Member Depth, (inches) | Max. Overhang Width, (inches) | Max. Slab Edge Thickness, (inches) | Max. Screed Wheel Weight, (lbs.) | Bracket Min. Vertical Leg Extension, (inches) |
|-------------------|------------------------|-------------------------------|------------------------------------|----------------------------------|---|
| II | 36 | 39 | 14 | 2000 | 26 |
| III | 45 | 42 | 14 | 2000 | 35 |
| IV | 54 | 45 | 14 | 2000 | 44 |
| MBT | 63 | 51 | 12 | 2000 | 50 |
| MBT | 72 | 55 | 12 | 1700 | 48 |

Overhang width is measured from the centerline of the girder to the edge of the deck slab. For Type II, III & IV prestressed concrete girders (PCG), 45-degree cast-in-place half hangers and rods must have a minimum safe working load of 6,000 lbs.

For MBT prestressed concrete girders, 45-degree angle holes for falsework hanger rods shall be cast through the girder top flange and located, measuring along the top of the member, 1'-2 1/2" from the edge of the top flange. Hanger hardware and rods must have a minimum safe working load of 6,000 lbs.

For links slabs, the tops of girders directly beneath the link slab shall be free of overhang falsework attachments or other hardware. Submit calculations and working drawings for overhang falsework in the link slab region.

The overhang bracket provided for the diagonal leg shall have a minimum safe working load of 3,750 lbs. The vertical leg of the bracket shall extend to the point that the heel bears on the girder bottom flange, no closer than 4 inches from the bottom of the member. However, for 72-inch members, the heel of the bracket shall bear on the web, near the bottom flange transition.

Provide adequate overhang falsework and determine the appropriate adjustments for deck geometry, equipment, casting procedures and casting conditions.

If the optional overhang falsework spacing is used, indicate this on the falsework submittal and advise the girder producer of the proposed details. Failure to notify the Engineer of hanger type and hanger spacing on prestressed concrete girder casting drawings may delay the approval of those drawings.

Falsework hangers that support concentrated loads and are installed at the edge of thin top flange concrete girders (such as bulb tee girders) shall be spaced so as not to exceed 75% of the manufacturer's stated safe working load. Use of dual leg hangers (such as Meadow Burke HF-42 and HF-43) are not allowed on concrete girders with thin top flanges. Design the falsework and forms supporting deck slabs and overhangs on girder bridges so that there will be no differential settlement between the girders and the deck forms during placement of deck concrete.

When staged construction of the bridge deck is required, detail falsework and forms for screed and fluid concrete loads to be independent of any previous deck pour components when the mid-span girder deflection due to deck weight is greater than 3/4".

Note on the working drawings any anchorages, connectors, inserts, steel sleeves or other such devices used as part of the falsework or formwork that remains in the permanent structure. If the plan notes indicate that the structure contains the necessary corrosion protection required for a Corrosive Site, epoxy coat, galvanize or metalize these devices. Electroplating will not be allowed. Any coating required by the Engineer will be considered incidental to the various pay items requiring temporary works.

Design falsework and formwork requiring submittals in accordance with the 1995 AASHTO *Guide Design Specifications for Bridge Temporary Works* except as noted herein.

1. Wind Loads

Table 2.2 of Article 2.2.5.1 is modified to include wind velocities up to 110 mph. In addition, Table 2.2A is included to provide the maximum wind speeds by county in North Carolina.

Table 2.2 - Wind Pressure Values

| Height Zone feet above ground | Pressure, lb/ft ² for Indicated Wind Velocity, mph | | | | |
|----------------------------------|---|----|----|-----|-----|
| | 70 | 80 | 90 | 100 | 110 |
| 0 to 30 | 15 | 20 | 25 | 30 | 35 |
| 30 to 50 | 20 | 25 | 30 | 35 | 40 |
| 50 to 100 | 25 | 30 | 35 | 40 | 45 |
| over 100 | 30 | 35 | 40 | 45 | 50 |

2. Time of Removal

The following requirements replace those of Article 3.4.8.2.

Do not remove forms until the concrete has attained strengths required in Article 420-16 of the Standard Specifications and these Special Provisions.

Do not remove forms until the concrete has sufficient strength to prevent damage to the surface.

Table 2.2A - Steady State Maximum Wind Speeds by Counties in North Carolina

| COUNTY | 25 YR (mph) | COUNTY | 25 YR (mph) | COUNTY | 25 YR (mph) |
|-----------|-------------|-----------|-------------|--------------|-------------|
| Alamance | 70 | Franklin | 70 | Pamlico | 100 |
| Alexander | 70 | Gaston | 70 | Pasquotank | 100 |
| Alleghany | 70 | Gates | 90 | Pender | 100 |
| Anson | 70 | Graham | 80 | Perquimans | 100 |
| Ashe | 70 | Granville | 70 | Person | 70 |
| Avery | 70 | Greene | 80 | Pitt | 90 |
| Beaufort | 100 | Guilford | 70 | Polk | 80 |
| Bertie | 90 | Halifax | 80 | Randolph | 70 |
| Bladen | 90 | Harnett | 70 | Richmond | 70 |
| Brunswick | 100 | Haywood | 80 | Robeson | 80 |
| Buncombe | 80 | Henderson | 80 | Rockingham | 70 |
| Burke | 70 | Hertford | 90 | Rowan | 70 |
| Cabarrus | 70 | Hoke | 70 | Rutherford | 70 |
| Caldwell | 70 | Hyde | 110 | Sampson | 90 |
| Camden | 100 | Iredell | 70 | Scotland | 70 |
| Carteret | 110 | Jackson | 80 | Stanley | 70 |
| Caswell | 70 | Johnston | 80 | Stokes | 70 |
| Catawba | 70 | Jones | 100 | Surry | 70 |
| Cherokee | 80 | Lee | 70 | Swain | 80 |
| Chatham | 70 | Lenoir | 90 | Transylvania | 80 |
| Chowan | 90 | Lincoln | 70 | Tyrell | 100 |
| Clay | 80 | Macon | 80 | Union | 70 |
| Cleveland | 70 | Madison | 80 | Vance | 70 |
| Columbus | 90 | Martin | 90 | Wake | 70 |
| Craven | 100 | McDowell | 70 | Warren | 70 |

| | | | | | |
|------------|-----|-------------|-----|------------|-----|
| Cumberland | 80 | Mecklenburg | 70 | Washington | 100 |
| Currituck | 100 | Mitchell | 70 | Watauga | 70 |
| Dare | 110 | Montgomery | 70 | Wayne | 80 |
| Davidson | 70 | Moore | 70 | Wilkes | 70 |
| Davie | 70 | Nash | 80 | Wilson | 80 |
| Duplin | 90 | New Hanover | 100 | Yadkin | 70 |
| Durham | 70 | Northampton | 80 | Yancey | 70 |
| Edgecombe | 80 | Onslow | 100 | | |
| Forsyth | 70 | Orange | 70 | | |

B. Review and Approval

The Engineer is responsible for the review and approval of temporary works' drawings.

Submit the working drawings sufficiently in advance of proposed use to allow for their review, revision (if needed), and approval without delay to the work.

The time period for review of the working drawings does not begin until complete drawings and design calculations, when required, are received by the Engineer.

Do not start construction of any temporary work for which working drawings are required until the drawings have been approved. Such approval does not relieve the Contractor of the responsibility for the accuracy and adequacy of the working drawings.

Construction Requirements

All requirements of Section 420 of the Standard Specifications apply.

Construct temporary works in conformance with the approved working drawings. Ensure that the quality of materials and workmanship employed is consistent with that assumed in the design of the temporary works. Do not weld falsework members to any portion of the permanent structure unless approved. Show any welding to the permanent structure on the approved construction drawings.

Provide tell-tales attached to the forms and extending to the ground, or other means, for accurate measurement of falsework settlement. Make sure that the anticipated compressive settlement and/or deflection of falsework does not exceed 1 inch. For cast-in-place concrete structures, make sure that the calculated deflection of falsework flexural members does not exceed 1/240 of their span regardless of whether or not the deflection is compensated by camber strips.

A. Maintenance and Inspection

Inspect and maintain the temporary work in an acceptable condition throughout the period of its use. Certify that the manufactured devices have been maintained in a condition to allow them to safely carry their rated loads. Clearly mark each piece so that its capacity can be readily determined at the job site.

Perform an in-depth inspection of an applicable portion(s) of the temporary works, in the presence of the Engineer, not more than 24 hours prior to the beginning of each concrete placement. Inspect other temporary works at least once a month to ensure that they are functioning properly. Have a North Carolina Registered Professional Engineer inspect the cofferdams, shoring, sheathing, support of excavation structures, and support systems for load tests prior to loading.

B. Foundations

Determine the safe bearing capacity of the foundation material on which the supports for temporary works rest. If required by the Engineer, conduct load tests to verify proposed bearing capacity values that are marginal or in other high-risk situations.

The use of the foundation support values shown on the contract plans of the permanent structure is permitted if the foundations are on the same level and on the same soil as those of the permanent structure.

Allow for adequate site drainage or soil protection to prevent soil saturation and washout of the soil supporting the temporary works supports.

If piles are used, the estimation of capacities and later confirmation during construction using standard procedures based on the driving characteristics of the pile is permitted. If preferred, use load tests to confirm the estimated capacities; or, if required by the Engineer conduct load tests to verify bearing capacity values that are marginal or in other high risk situations.

The Engineer reviews and approves the proposed pile and soil bearing capacities.

Removal

Unless otherwise permitted, remove and keep all temporary works upon completion of the work. Do not disturb or otherwise damage the finished work.

Remove temporary works in conformance with the contract documents. Remove them in such a manner as to permit the structure to uniformly and gradually take the stresses due to its own weight.

Method of Measurement

Unless otherwise specified, temporary works will not be directly measured.

Basis of Payment

All work and materials necessary for the installation of Temporary Works shall be included in the Base Bid.

SP-057 SUBMITTAL OF WORKING DRAWINGS

(01/29/21)

SP (Kimley-Horn and Associates, Inc.)

General

Submit working drawings in accordance with Article 105-2 of the Standard Specifications and this provision. For this provision, "submittals" refers to only those listed in this provision. The list of submittals contained herein does not represent a list of required submittals for the project. Submittals are only necessary for those items as required by the contract. Make submittals that are not specifically noted in this provision directly to the Engineer.

If a submittal contains variations from plan details or specifications or significantly affects project cost, field construction or operations, discuss the submittal with and submit all copies to the Engineer. State the reason for the proposed variation in the submittal. To minimize review time, make sure all submittals are complete when initially submitted. Provide a contact name and information with each submittal. Direct any questions regarding submittal requirements to the Engineer.

In order to facilitate in-plant inspection by Engineer, if necessary, and approval of working drawings, provide the

name, address and telephone number of the facility where fabrication will actually be done if different than shown on the title block of the submitted working drawings. This includes, but is not limited to, precast concrete items, pre-stressed concrete items and fabricated steel or aluminum items.

Submittal Copies

Furnish one complete copy of each submittal, including all attachments, to the Engineer.

The first table below covers “Structure Submittals”. The Engineer will receive review comments and drawing markups for these submittals. The second table in this section covers “Geotechnical Submittals”. The Engineer will receive review comments and drawing markups for these submittals.

Unless otherwise required, submit one set of supporting calculations to the Engineer. Provide additional copies of any submittal as directed.

STRUCTURE SUBMITTALS

| Submittal | Submittal Required by Structural Engineer? | Submittal Required by Geotechnical Engineer? | Contract Reference Requiring Submittal ¹ |
|---|---|---|--|
| Arch Culvert Falsework | Y | N | Plan Note, SN Sheet & “Falsework and Formwork” |
| Box Culvert Falsework ⁷ | Y | N | Plan Note, SN Sheet & “Falsework and Formwork” |
| Cofferdams | Y | Y | Article 410-4 |
| Foam Joint Seals ⁶ | Y | N | “Foam Joint Seals” |
| Expansion Joint Seals (hold down plate type with base angle) | Y | N | “Expansion Joint Seals” |
| Expansion Joint Seals (modular) | Y | N | “Modular Expansion Joint Seals” |
| Expansion Joint Seals (strip seals) | Y | N | “Strip Seal Expansion Joints” |
| Falsework & Forms ² (substructure) | Y | N | Article 420-3 & “Falsework and Formwork” |
| Falsework & Forms (superstructure) | Y | N | Article 420-3 & “Falsework and Formwork” |
| Girder Erection over Railroad | Y | N | Railroad Provisions |
| Maintenance and Protection of Traffic Beneath Proposed Structure | Y | N | “Maintenance and Protection of Traffic Beneath Proposed Structure at Station ____” |
| Metal Bridge Railing | Y | N | Plan Note |
| Metal Stay-in-Place Forms | Y | N | Article 420-3 |
| Metalwork for Elastomeric Bearings | Y | N | Article 1072-8 |

| | | | |
|--|---|---|--|
| 4,5 | | | |
| Miscellaneous Metalwork ^{4,5} | Y | N | Article 1072-8 |
| Disc Bearings ⁴ | Y | N | “Disc Bearings” |
| Overhead and Digital Message Signs (DMS) (metalwork and foundations) | Y | N | Applicable Provisions |
| Placement of Equipment on Structures (cranes, etc.) | Y | N | Article 420-20 |
| Prestressed Concrete Box Beam (detensioning sequences) ³ | Y | N | Article 1078-11 |
| Precast Concrete Box Culverts | Y | N | “Optional Precast Reinforced Concrete Box Culvert at Station ____” |
| Prestressed Concrete Cored Slab (detensioning sequences) ³ | Y | N | Article 1078-11 |
| Prestressed Concrete Deck Panels | Y | N | Article 420-3 |
| Prestressed Concrete Girder (strand elongation and detensioning sequences) | Y | N | Articles 1078-8 and 1078-11 |
| Removal of Existing Structure over Railroad | Y | N | Railroad Provisions |
| | | | |
| Revised Bridge Deck Plans (adaptation to prestressed deck panels) | Y | N | Article 420-3 |
| Revised Bridge Deck Plans (adaptation to modular expansion joint seals) | Y | N | “Modular Expansion Joint Seals” |
| Sound Barrier Wall (precast items) | Y | N | Article 1077-2 & “Sound Barrier Wall” |
| Sound Barrier Wall Steel Fabrication Plans ⁵ | Y | N | Article 1072-8 & “Sound Barrier Wall” |
| Structural Steel ⁴ | Y | N | Article 1072-8 |
| Temporary Detour Structures | Y | Y | Article 400-3 & “Construction, Maintenance and Removal of Temporary Structure at Station ____” |
| TFE Expansion Bearings ⁴ | Y | N | Article 1072-8 |

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Articles refer to the *Standard Specifications*.

2. Submittals for these items are necessary only when required by a note on plans.
3. Submittals for these items may not be required. A list of pre-approved sequences is available from the producer or the Materials & Tests Unit.
4. The fabricator may submit these items directly to the Structures Management Unit.
5. The two sets of preliminary submittals required by Article 1072-8 of the *Standard Specifications* are not required for these items.
6. Submittals for Fabrication Drawings are not required. Submittals for Catalogue Cuts of Proposed Material are required. See Section 5.A of the referenced provision.
7. Submittals are necessary only when the top slab thickness is 18” or greater.

GEOTECHNICAL SUBMITTALS

| Submittal | Submittals Required by Geotechnical Engineer? | Submittals Required by Structural Engineer? | Contract Reference Requiring Submittal ¹ |
|---|--|--|--|
| Drilled Pier Construction Plans ² | Y | N | Subarticle 411-3(A) |
| Crosshole Sonic Logging (CSL) Reports ² | Y | N | Subarticle 411-5(A)(2) |
| Pile Driving Equipment Data Forms 2,3 | Y | N | Subarticle 450-3(D)(2) |
| Pile Driving Analyzer (PDA) Reports ² | Y | N | Subarticle 450-3(F)(3) |
| Retaining Walls ⁴ | Y; drawings and calculations | Y; drawings | Applicable Provisions |
| Temporary Shoring ⁴ | Y; drawings and calculations | Y; drawings | “Temporary Shoring” & “Temporary Soil Nail Walls” |

FOOTNOTES

1. References are provided to help locate the part of the contract where the submittals are required. References in quotes refer to the provision by that name. Sub-articles refer to the *Standard Specifications*.
2. Submit one electronic (Adobe PDF) copy of submittal to the Engineer.
3. The Pile Driving Equipment Data Form is available from:
https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Forms_Details.aspx
See second page of form for submittal instructions.
4. Electronic copy of submittal is required. See referenced provision.

SP-058 CRANE SAFETY

(06/20/19)

Description

Comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration (OSHA) regulations.

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment must be reported to the Engineer and all applicable items listed below must be updated and submitted prior to continuing with crane operations.

Crane Safety Submittal List

- A. **Competent Person:** Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
- B. **Riggers:** Provide the qualifications and experience of the persons responsible for rigging operations. Qualifications and experience should include, but not be limited to, weight calculations, center of gravity determinations, selection and inspection of sling and rigging equipment, and safe rigging practices.
- C. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request.
- D. **Certifications:** Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or the National Center for Construction Education and Research (NCCER). Other approved nationally accredited programs will be considered upon request. In addition, crane operators shall have a current CDL medical card. Submit a list of crane operator(s) and include current certification for each type of crane operated (small hydraulic, large hydraulic, small lattice, large lattice) and medical evaluations for each operator.

SP-059 GROUT FOR STRUCTURES

(12/1/17)

SP (Kimley-Horn and Associates, Inc.)

Description

This special provision addresses grout for use in pile blockouts, grout pockets, shear keys, dowel holes and recesses for structures. This provision does not apply to grout placed in post-tensioning ducts for bridge beams, girders, decks, end bent caps, or bent caps. Mix and place grout in accordance with the manufacturer’s recommendations, the applicable sections of the Standard Specifications and this provision.

Material Requirements

Unless otherwise noted on the plans, use a Type 3 Grout in accordance with Section 1003 of the Standard Specifications.

Initial setting time shall not be less than 10 minutes when tested in accordance with ASTM C266.

Construction loading and traffic loading shall not be allowed until the 3 day compressive strength is achieved.

Sampling and Placement

Place and maintain components in final position until grout placement is complete and accepted. Concrete surfaces to receive grout shall be free of defective concrete, laitance, oil, grease and other foreign matter. Saturate

concrete surfaces with clean water and remove excess water prior to placing grout.

Basis of Payment

No separate payment will be made for “Grout for Structures”. The cost of the material, equipment, labor, placement, and any incidentals necessary to complete the work shall be considered incidental to the structure item requiring grout.

SP-060 TIMBER BOARDWALK

(9/16/21)

SP (Kimley-Horn and Associates, Inc.)

General

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes timber boardwalk, substructure, foundations, and connection of boardwalk to bridge bents.
- B. All materials, construction, and fabrication shall meet the requirements of the plans, this special provision, and the current edition of the North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.

1.3 SUBMITTALS

- A. Product Data: For each type of product used. Include construction details, material descriptions, and dimensions of individual components for the timber boardwalk, substructure, and foundations.
- B. Product Test Reports. For the following:
 - 1. Bolts, nuts, washers, fasteners and connectors including mechanical properties and chemical analysis.

1.4 QUALITY ASSURANCE

- A. Contractor Qualifications: A qualified contractor who is approved by NCDOT for such work.
- B. Pre-installation Conference: Conduct conference at Project Site prior to commencing construction of timber boardwalk.
- C. The contractor shall be responsible for protecting the boardwalk components from damage during storage, handling, installation, and subsequent construction operations. Damage to the boardwalk components shall be ground for rejection of the work.

1.5 COORDINATION

- A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the work.

Products

2.1 MATERIALS

- A. All structural framing, decking, nailers, and pedestrian rail components shall be Pressure Treated Grade No. 1 Dense Southern Pine surface dry (S4S) with a moisture content of 19% or less, meeting the requirements of Section 1082 of the NCDOT Standard Specifications, unless noted otherwise.
- B. All timber piles shall be Southern Pine conforming to ASTM D25. Where piles are cut off at top of pile cap, minimum butt diameter shall be 8”.
- C. Timber and lumber shall be treated with waterborne preservatives (CCA or ACQ) in accordance with AWPA Standard U1, Commodity Specification A, to the requirements of the following use categories:
 - 1. Piles: UC4C
 - 2. Backwalls, wingwalls, cap beams and stringers: UC4B
 - 3. Decking: UC4A
 - 4. Pedestrian railing components, all other lumber: UC3B
- D. All fasteners, connectors and bolts shall be hot-dip galvanized and conform to ASTM A325, with nuts conforming to ASTM A563 and washers conforming to ASTM F436, unless noted otherwise.
- E. All bolted connections shall utilize oversize ogee washers installed between the wood and the bolt head and between the wood and the nut.
- F. All saw cuts, bolts holes, and other holes shall be treated with appropriate preservative solution prior to installing bolts.

Method of Measurement and Basis of Payment

3.1 METHOD OF MEASUREMENT

- A. The quantity for Timber Boardwalk to be paid for shall be measured on a lump sum basis per Structure. No separate measurement will be made.

3.2 BASIS OF PAYMENT

- A. The Timber Boardwalk and all related components as described on the plans, in this Special Provision, and referenced NCDOT Standard Specifications and Special Provisions will be paid for at the contract lump sum price for each Structure included in the Base Bid. Such price and payment will be full compensation for all work covered by this Special Provision, the plans, and applicable parts of the NCDOT Standard Specifications and Special Provisions and will include, but not be limited to, furnishing all labor, materials, equipment, delivery, and other incidentals necessary to complete this work.
- B. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor’s Application for Payment.

C. Payment will be made under:

- Timber Boardwalk – Structure #1; -L2- STA. 10+00.00 TO 12+51.00 _____ Lump Sum
- Timber Boardwalk – Structure #1; -L2- STA. 13+09.00 TO 15+23.91 _____ Lump Sum
- Timber Boardwalk – Structure #1; -L2- STA. 15+23.91 TO 15+63.91 _____ Lump Sum
- Timber Boardwalk – Structure #1; -L2- STA. 15+63.91 TO 16+48.75 _____ Lump Sum
- Timber Boardwalk – Structure #1; Stairs @ -Y3- _____ Lump Sum

SP-061 PRE-FABRICATED PEDESTRIAN BRIDGE

(9/16/21)

SP (Kimley-Horn and Associates, Inc.)

General

RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Timber Boardwalk Special Provision

1.1 SUMMARY

- A. Section includes prefabricated steel Pratt truss bridge superstructure and substructure.
- B. All materials, construction, and fabrication shall meet the requirements of the current edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: The prefabricated steel Pratt truss bridge, anchor bolts and bearing pads shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to current edition of the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, North Carolina Department of Transportation Bicycle Facilities Planning and Design Guidelines, North Carolina Department of Transportation Structure Design Manual, North Carolina Department of Transportation Standard Specifications for Roads and Structures, AASHTO LRFD Bridge Design Specifications, at a minimum:
 - 1. Dead Loads: Self-weight of superstructure.
 - 2. Live Loads: Pedestrian load shall not be considered to act concurrently with vehicular load. The dynamic load allowance need not be considered for vehicular load.
 - a. Pedestrian Live Load = 90 psf
 - b. Vehicular Live Load = AASHTO H-5
 - 3. Railing Loads: Per AASHTO.
 - 4. Wind Loads: Per AASHTO.
 - 5. Water Loads: Per AASHTO.
 - a. Stream Velocities:
 - 1) Structure #1: 4.00 feet/sec
 - 6. Temperature: Per AASHTO/NCDOT.
 - 7. Seismic: Per AASHTO.
 - 8. Load Combinations: Per AASHTO.
 - 9. Deflection Limits: Design framing system to withstand service loads without

deflections greater than the following:

- a. Main Truss:
 - 1) Vehicular and/or pedestrian loads = $\text{Span}/1000$.
- b. Floor system members (floor beams and stringers):
 - 1) Vehicular and/or pedestrian loads = $\text{Span}/360$.
 - 2) Vehicular and/or pedestrian loads on cantilever arms = $\text{Span}/375$.

10. Vibration Limits: Per AASHTO.

B. Geometry and Component Requirements:

1. Span:
 - a. Each structure (Structure 1 and 3) contains a prefabricated steel bridge span or a combination of a timber boardwalk span and a prefabricated steel bridge span as shown in the plans. Each prefabricated steel span shall be a simple-span bridge along the centerline of the proposed alignment. The Contractor is required to provide verification to the Engineer that the substructure and foundations are correctly laid out before placement of the bridge superstructure. For information about the timber boardwalk spans, see plans and timber boardwalk specifications.
2. Width:
 - a. The bridge clear path width shall be 10'-0", and shall be measured between the inside faces of safety railing elements.
3. Depth:
 - a. The maximum depth of superstructure shall be 1'-2½" and shall be measured from top of deck to bottom of bridge superstructure.
4. Bridge System Type:
 - a. The bridge shall be a Pratt truss bridge arched similar to Contech Capstone model as shown in the plans. Interior vertical members may be plumb or perpendicular to the chord faces. Diagonal members shall be welded to the chords and/or verticals as determined by the Bridge Manufacturer.
 - 1) The bridge shall be designed utilizing floor beams placed between the bottom chords and verticals.
 - 2) The Bridge Manufacturer shall determine the distance from the top of the deck to the top and bottom truss members based upon structural and/or shipping requirements. However, the maximum superstructure depth noted above shall not be exceeded.
 - 3) For Structures 1 and 3 the deck shall be a reinforced cast-in-place concrete deck. Immediately after float finishing of concrete, slightly roughen entire surface by brooming with fiber-bristle broom perpendicular to traffic. Coordinate final finish with Engineer before application.
 - 4) The top of the safety rail system or guardrail elements shall not be less than 54 inches above the deck (measured from the high point of the walking/riding surface). The safety system shall extend the full length of the bridge and shall be connected to the guardrail at each end of the bridge per NCDOT requirements.
5. Member Components:
 - a. All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing, and all their shop connections shall be fully welded. Other structural members and bracing shall be fabricated from structural steel shapes or square and/or rectangular structural steel tubing. Drain holes and weep holes shall be provided in all connections. Unless the floor fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (W-

shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location. Weep all tubular members as required for drainage.

6. Railings:
 - a. The safety railing system shall be placed on the structure to a minimum height of 54 inches above the deck surface (measured from the high point of the walking/riding surface). The bridge manufacturer shall determine the placement of the horizontal and vertical rails such that a 6-inch diameter sphere cannot pass between successive rails for the lower 27 inches of the railing system; above 27 inches, the spacing of the rails shall be such that an 8-inch diameter sphere cannot pass between successive rails. A safety toe rail or curb shall be provided. The safety rail shall be designed to accommodate the required loads per AASHTO.
 - b. Metal approach railings shall be provided at each corner of the structure, as shown in the plans. Approach railings shall be 5'-0" long, skewed at 15 degrees, and be 54 inches above the trail surface (measured from the high point of the walking/riding surface).
7. Camber:
 - a. The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection.
8. Substructure:
 - a. Bridge end bents and bents shall be cast-in-place reinforced concrete supported on piles as detailed in the plans.
 - b. Piles shall be driven to a minimum tip elevation as indicated on the plans.
 - c. Prefabricated steel pedestrian bridge end bent and bent details shall be coordinated with the prefabricated steel pedestrian bridge plans, to be provided by the prefabricated steel pedestrian bridge manufacturer. Notify the Engineer immediately if conflicts are identified. Construction of end bents shall not begin until superstructure shop drawings are approved and all conflicts resolved.
 - d. Reinforcement in cap may be shifted to clear anchor bolts.
 - e. The top surface of bent and end bents caps, except at bridge seat build-ups, shall be sloped transversely from fill face to back face at a minimum rate of 2%.
 - f. End bent backwall shall be placed after bridge has been erected. Top of backwall shall follow bridge deck grade.
 - g. The top surface of end bents shall be cured in accordance with NCDOT Standard Specifications, except that the membrane curing compound method shall not be used.
 - h. Apply an epoxy protective coating to the top surface of end bents, except under bearings and boardwalk sill plates.
 - i. End bent backwall shall be placed prior to application of epoxy protective coating.
9. Elevations:
 - a. The bridge abutments shall be constructed at the elevations shown on the plans and adjusted based on the prefabricated steel pedestrian bridge manufacturer. The elevations shown on the plans are grade point elevations and not top of cap elevations.

1.4 SUBMITTALS

- A. Product Data: For each type of product used. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for prefabricated steel Pratt truss bridge, anchor bolts, and bearing.
- B. Shop Drawings: For prefabricated steel Pratt truss bridge, include plans, elevations, sections, details, and attachments to other work specific to this project. All pertinent design information such as geometries, member sizes, bridge reactions, splice locations, details, quantities and general notes shall be clearly specified on the drawings. All drawings shall be signed and sealed by a Professional Engineer who is licensed to practice in the State of North Carolina. The bridge designer/fabricator shall be NCDOT-approved for such work. The Contractor shall submit shop drawings for the prefabricated steel Pratt truss bridge, to the Town. The shop drawings will be reviewed by the Town and the Engineer.
- C. Structural Calculations: For prefabricated steel Pratt truss bridge, anchor bolts and bearing pads. The calculations shall include all design information necessary to determine the structural adequacy of the bridge, anchor bolts and bearing pads, and to demonstrate conformance with the current AASHTO code. Complete structural calculations shall be submitted to the Town / Engineer for their review. All calculations shall be signed and sealed by a Professional Engineer who is licensed to practice in the State of North Carolina, and shall include the following, at a minimum:
 - 1. Design calculations for the individual truss members, floor beams and stringers, and decking.
 - 2. Checks for the critical connection failure modes for each individual truss member. Special attention shall be given to all welded tube on tube connections.
 - 3. Design calculations for all bolted splice connections.
 - 4. Main truss deflection checks, including individual truss member deflection checks.
 - 5. Design calculations for anchor bolts.
 - 6. Design calculations for bearings.
- D. Erection plans and sequencing signed and sealed by a Professional Engineer licensed in the State of North Carolina. The erection plans and sequencing method shall include location(s) of crane(s) required for erection, as well as procedures for mitigating the amount of fallen debris. No debris will be allowed to collect in the channel of the waterway. All equipment locations and staging shall occur within the right-of-way and easements established in the roadway plans, and shall be indicated on the erection plans.
- E. Qualification Data: For qualified fabricator and Professional Engineer.
- F. Welding certificates.
- G. Mill test reports for structural steel, including chemical and physical properties.
- H. Product Test Reports: For the following:
 - 1. Bolts, nuts and washers including mechanical properties and chemical analysis.
- I. Maintenance Data: For prefabricated steel Pratt truss bridge to include in maintenance manuals.
- J. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.5, “Bridge Welding Code”.
- B. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Categories CBR and B-CMP, and is NCDOT approved for such work.
- C. Comply with current edition of the applicable provisions of the following specifications and documents:
 - 1. AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges.
 - 2. North Carolina Department of Transportation Bicycle Facilities Planning and Design Guidelines.
 - 3. North Carolina Department of Transportation Structure Design Manual.
 - 4. North Carolina Department of Transportation Standard Specifications for Roads and Bridges, and Special Provisions.
 - 5. AASHTO LRFD Bridge Design Specifications.
 - 6. RCSC’s “Specification for Structural Joints Using ASTM A325 or A490 Bolts.”
- D. Pre-installation Conference: Conduct conference at Project Site prior to commencing construction of prefabricated steel pedestrian bridge.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace any part of the steel Pratt truss bridge that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Ten (10) years from date of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Weathering steel shall be stored under conditions that will prevent unsightly, uneven weathering and excessive corrosion. If uneven weathering occurs, the contractor shall reclean the steel to the satisfaction of the engineer. If cleaning does not produce satisfactory uniformity in appearance or if in the judgment of the engineer, excessive corrosion or chemical contamination has occurred, the contractor shall replace the material at the contractor’s expense. As a minimum, the following conditions shall be avoided and the contractor shall take additional precautions as deemed necessary:
 - 1. Storage in transit, open cars or trucks for an extended period of time.
 - 2. Standing water on material in storage or entrapment of moisture.
 - 3. Contact with chemically treated lumber used for blocking or other types of foreign matter.
 - 4. Exposure to chlorides or other chemical contamination.
- C. Store fasteners in a protected place in sealed containers with manufacturer’s labels intact.
 - 1. Fasteners may be repackaged provided Owner’s testing and inspecting agency observes repackaging and seals containers.

2. Clean and relubricate bolts and nuts that become dry and rusty before use.

1.8 COORDINATION

- A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Structural Tubing: ASTM A 847, weathering steel; AASHTO M 270, Grade 50W.
- B. Channels and Angles: ASTM A 588, weathering steel, AASHTO M 270, Grade 50W.
- C. Steel Plates, Shapes, and Bars: ASTM A 588, weathering steel, AASHTO M 270, Grade 50W.
- D. Anchor Bolts, High Strength Bolts, Nuts and Washers:
 1. Anchor Bolts: ASTM A 449, Type 1 hot dip galvanized, heavy-hex steel structural bolts.
 2. High-Strength Bolts: ASTM A 325 (AASHTO M 164), Type 3 weathering steel, heavy-hex steel structural bolts.
 3. Nuts and Washers: Hot dip galvanized at anchor bolts and weathering steel for all high strength weathering steel bolts.
 4. Bolts, nuts, and washers shall also be in accordance with Section 1072 of the NCDOT Standard Specifications.
- E. The minimum corrosion index of the atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.
- F. Concrete:
 1. End Bents and Bents: Class A concrete, per NCDOT Standard Specifications.
 2. Concrete Deck: Class A concrete, per NCDOT Standard Specifications
 3. Reinforcing Steel: ASTM A 615 (AASHTO M 31), Grade 60.
- G. Bearing Pads: Minimum 50 durometer hardness, conforming to NCDOT Standard Specifications and Special Provisions.

2.2 PREFABRICATED STEEL PRATT TRUSS BRIDGE

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Contech Engineer Solutions.
 2. Big R Bridge.
 3. Excel Bridge Company.
- B. Manufacturers other than those listed above may be used provided the Designer or Owner evaluates the proposed supplier through a submittal in accordance with the General Conditions. The Contractor must provide the following documentation for any proposed supplier who is not pre-approved:
 1. Product Literature
 2. All documentation to ensure the proposed substitution will be in compliance with these specifications. This shall include:
 - a. Representative design calculations.
 - b. Representative drawings.
 - c. Splicing and erection procedures.
 - d. Warranty information.
 - e. Inspection and maintenance procedures.
 - f. AISC Shop Certification.

2.3 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's 'Code of Standard Practice for Steel Buildings and Bridges'.

1. Mark and match-mark materials for field assembly.
 2. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to the greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.5.
- C. Bolt Holes: Cut, drill or punch standard bolt holes perpendicular to metal surfaces.
- D. Drain Holes: Weep/drain holes shall be provided in all tubular bridge members, for drainage at their lowest point, unless such members are free-draining, open-ended.
- E. Cleaning: After fabrication, weathering steel shall be shop cleaned to a SSPC SP-6 finish.

2.4 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for type of bolt and type of joint specified.
- B. Weld Connections: Comply with AWS D1.5 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.5 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.6 INSTALLATION

- A. Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. Contractor is to schedule a pre-installation meeting to discuss the method of erecting the bridge, as well as to verify the location(s) of the crane(s) required for erection. All equipment locations and staging shall occur within the right-of-way and easements established in the roadway plans. Contractor to verify prior to commencing bridge erection.
- B. The Fabricator will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of the Contractor.
- C. No debris will be allowed to collect in the channel of the waterway. Contractor to provide measures to ensure debris is collected from the channel of the waterway as soon as is practical during construction.

PART 3 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

3.1 METHOD OF MEASUREMENT

- A. The quantity for Prefabricated Steel Pedestrian Bridge to be paid for shall be measured on lump sum basis per Structure. No separate measurement will be made.

3.2 BASIS OF PAYMENT

- A. The prefabricated steel Pratt truss bridge, substructure and all related components as described on the plans, in this Special Provision, and referenced NCDOT Standard Specifications and Special Provisions will be paid for at the contract lump sum price for each structure included in the Base Bid. Such price and payment will be full compensation for all work covered by this Special Provision, the plans, and applicable parts of the NCDOT Standard Specifications and Special Provisions and will include, but not be limited to, furnishing all engineering, labor, materials, equipment, delivery, and other incidentals necessary to complete this work.
- B. Payment will be made under:

1. Prefabricated Steel Pedestrian Bridge:

- Structure 1 --L2- STA. 12+51.00 – 13.10.00 _____ Lump Sum

SP-061-A FRP COMPOSITE BRIDGE AND BOARDWALK ALTERNATIVE

(8/10/22)

SP (Kimley-Horn and Associates, Inc.)

General

PART 1 - RELATED DOCUMENTS

- C. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- D. Timber Boardwalk Special Provision
- E. Prefabricated Pedestrian Bridge Special Provision

1.3 SUMMARY

- A. These specifications are for a fully engineered clear span bridges and boardwalks of fiber-reinforced polymer (FRP) composite construction and shall be regarded as minimum standards for design and construction.
 - a. FRP boardwalks shall utilize timber decking and railing members. See Timber Boardwalk Special Provision.
- B. All materials, construction, and fabrication shall meet the requirements of the current edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: The FRP composite bridge, anchor bolts and bearing pads shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to current edition of the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, North Carolina Department of Transportation Bicycle Facilities Planning and Design Guidelines, North Carolina Department of Transportation Structure Design Manual, North Carolina Department of Transportation Standard Specifications for Roads and Structures, AASHTO LRFD Bridge Design Specifications, at a minimum:
 - 1. Dead Loads: Self-weight of superstructure.
 - 2. Live Loads: Pedestrian load shall not be considered to act concurrently with vehicular load. The dynamic load allowance need not be considered for vehicular load.
 - a. Pedestrian Live Load = 90 psf
 - b. Vehicular Live Load = AASHTO H-5
 - 3. Railing Loads: Per AASHTO.
 - 4. Wind Loads: Per AASHTO.
 - 5. Water Loads: Per AASHTO.
 - a. Stream Velocities:
 - 1) Structure #1: 4.00 feet/sec

6. Temperature: Per AASHTO/NCDOT.
7. Seismic: Per AASHTO.
8. Load Combinations: Per AASHTO.
9. Deflection Limits: Design framing system to withstand service loads without deflections greater than the following:
 - a. Live Load (LL) deflection = $\text{Span}/360$
10. Vibration Limits: Per AASHTO.

B. Geometry:

1. Span, width, and depth shall match the provisions set forth in the plans, timber boardwalk special provisions, and prefabricated pedestrian bridge special provisions.
2. Bridge and boardwalk system type shall match the provisions set forth in the plans, timber boardwalk special provisions, and prefabricated pedestrian bridge special provisions.
2. Bridge and boardwalk system type shall
3. Member Components:
FRP bridges and boardwalk All members shall be fabricated from pultruded FRP composite profiles in various square, rectangular and circular hollow profiles.
4. Decking:
Refer to Timber Boardwalk Specifications for wood decking specifications.
Bridge and boardwalk decking shall be 3- by 8-in planks at a minimum. 3- by 12- planks may be used if required. Contractor shall provide details on the connection from timber decking to FRP members.
5. Railings:
 - a. The bridge safety railing system shall be placed on the structure to a minimum height of 54 inches above the deck surface (measured from the high point of the walking/riding surface). The bridge manufacturer shall determine the placement of the horizontal and vertical rails such that a 6-inch diameter sphere cannot pass between successive rails for the lower 27 inches of the railing system; above 27 inches, the spacing of the rails shall be such that an 8-inch diameter sphere cannot pass between successive rails. A safety toe rail or curb shall be provided. The safety rail shall be designed to accommodate the required loads per AASHTO.
 - b. The boardwalk shall utilize timber railing per the timber boardwalk plans. The contractor shall provide details on the timber rail to FRP member connection.
 - c. Metal approach railings shall be provided at each corner of the structure, as shown in the plans. Approach railings shall be 5'-0" long, skewed at 15 degrees, and be 54 inches above the trail surface (measured from the high point of the walking/riding surface).
6. Hardware:
 - a. Bolted connections shall conform to Prefabricated Pedestrian Bridge special provisions.
7. Camber:
 - a. The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection.

8. Substructure:
 - a. Bridge end bents and bents shall be cast-in-place reinforced concrete supported on piles as detailed in the plans.
 - b. Piles shall be driven to a minimum tip elevation as indicated on the plans.
 - c. Boardwalk substructure, as currently detailed in the plans, is designed for timber boardwalk loading. The Contractor shall calculate the revised loading of the FRP composite members with timber decking and railing and determine pile loads for the updated boardwalk loading. Any pile loads with more than a 10% variance of the original loading provided in the plans will need to be coordinated with the Geotechnical Engineer. In any instance, if pile uplift occurs as a result of the updated loading, the Contractor shall provide measures to counter the uplift and coordinate with the Geotechnical Engineer to confirm structure stability.
 - c. Bridge substructure, as currently detailed in the plans, is designed for prefabricated steel truss bridge loading. The Contractor shall calculate the revised loading of the FRP composite bridge and determine pile loads for the updated bridge loading. Any pile loads with more than a 10% variance of the original loading provided in the plans will need to be coordinated with the Geotechnical Engineer. In any instance, if pile uplift occurs as a result of the updated loading, the Contractor shall provide measures to counter the uplift and coordinate with the Geotechnical Engineer to confirm structure stability.
 - d. FRP composite bridge end bent and bent details shall be coordinated with the bridge plans, to be provided by the FRP composite bridge manufacturer. Notify the Engineer immediately if conflicts are identified. Construction of end bents and bents shall not begin until superstructure shop drawings and design calculations have been reviewed and approved and all conflicts resolved.
 - e. Reinforcement in cap may be shifted to clear anchor bolts.
 - f. The top surface of end bent caps, except at bridge seat build-ups, shall be sloped transversely from fill face to front face at a minimum rate of 2%.
 - g. End bent backwalls shall be cast and poured after bridge has been erected. Top of backwall shall follow bridge deck grade and cross-slope (superelevation).
 - h. The top surface of end bents shall be cured in accordance with NCDOT Standard Specifications, except that the membrane curing compound method shall not be used.
 - i. Apply an epoxy protective coating to the top surface of end bents, except under bearings and boardwalk sill plates.
 - j. End bent backwall shall be placed prior to application of epoxy protective coating.
9. Elevations:
 - a. The bridge end bents shall be constructed at the elevations shown on the plans and adjusted based on the FRP composite bridge manufacturer. The elevations shown on the plans are grade point elevations and not top of cap elevations.

1.4 SUBMITTALS

- B. Product Data: For each type of product used. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for FRP composite bridge, anchor bolts, and bearing.
- B. Shop Drawings: For FRP composite boardwalk and bridge, include plans, elevations, sections, details, and attachments to other work specific to this project. All pertinent design information such as geometries, member sizes, bridge reactions, splice locations, details, quantities and general notes shall be clearly specified on the drawings. All drawings shall be signed and sealed by a Professional Engineer who is licensed to practice in the State of North Carolina. The Contractor shall submit shop drawings for the FRP composite boardwalk and bridge, to the Town. The shop drawings will be reviewed by the Town and the Engineer.
- C. Structural Calculations: For FRP composite boardwalk, FRP composite bridge, anchor bolts and bearing pads. The calculations shall include all design information necessary to determine the structural adequacy of the bridge, anchor bolts and bearing pads, and to demonstrate conformance with the current AASHTO code. Anchor bolt design shall include embedment required into concrete substructures. Complete structural calculations shall be submitted to the Town / Engineer for review and approval. All calculations shall be signed and sealed by a Professional Engineer who is licensed to practice in the State of North Carolina.
- D. Erection plans and any sequencing methods shall be provided and shall be signed and sealed by a Professional Engineer licensed in the State of North Carolina. The erection plans and sequencing method shall include location(s) of crane(s) required for erection, as well as procedures for mitigating the amount of fallen debris. No debris will be allowed to collect in the channel of the waterway. All equipment locations and staging shall occur within the right-of-way and easements established in the roadway plans, and shall be indicated on the erection plans.
- E. Qualification Data: For qualified fabricator and Professional Engineer.
- F. Product Test Reports: For the following:
 - 1. Bolts, nuts and washers including mechanical properties and chemical analysis.
- G. Maintenance Data: For FRP composite bridge to include in maintenance manuals.
- J. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Comply with current edition of the applicable provisions of the following specifications and documents:
 - 1. AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges.
 - 2. North Carolina Department of Transportation Bicycle Facilities Planning and Design Guidelines.
 - 3. North Carolina Department of Transportation Structure Design Manual.
 - 4. North Carolina Department of Transportation Standard Specifications for Roads and Bridges, and Special Provisions.
 - 5. AASHTO LRFD Bridge Design Specifications.
 - 6. RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
- B. Pre-installation Conference: Conduct conference at Project Site prior to commencing construction

of FRP composite bridge.

1.6 WARRANTY

B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace any part of the FRP composite bridge that fails in materials or workmanship within specified warranty period.

2. Warranty Period: Fifteen (15) years from date of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep FRP members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect FRP members and packaged materials from corrosion and deterioration.

1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. FRP members shall be stored under conditions that will prevent unsightly, uneven weathering and excessive corrosion. If uneven weathering occurs, the contractor shall reclean the FRP members to the satisfaction of the engineer. If cleaning does not produce satisfactory uniformity in appearance or if in the judgment of the engineer, excessive corrosion or chemical contamination has occurred, the contractor shall replace the material at the contractor's expense. As a minimum, the following conditions shall be avoided and the contractor shall take additional precautions as deemed necessary:

1. Storage in transit, open cars or trucks for an extended period of time.

2. Standing water on material in storage or entrapment of moisture.

3. Contact with chemically treated lumber used for blocking or other types of foreign matter.

4. Exposure to chlorides or other chemical contamination.

C. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.

2. Clean and relubricate bolts and nuts that become dry and rusty before use.

1.8 COORDINATION

A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 MATERIALS

A. FRP bridge components shall be fabricated from high-strength E-glass and isophthalic polyester resin unless otherwise specified. Weathering and ultraviolet light protection shall be provided by addition of a veil to the laminate construction. Minimum material strengths and properties are as follows:

- Tension: 33,000 psi

- Compression: 33,000 psi
- Shear: 4,500 psi
- Bending: 33,000 psi
- Young's Modulus: 2,800,000 psi

The minimum thickness of FRP composite shapes shall be as follows unless otherwise specified: Square-tube members (close-type shape) shall be 0.25 in. Wide-flange beams, channel sections, and angles (open-type shapes) shall be a minimum thickness of 0.375 in. Standard plate shall be a minimum thickness of 0.375 in.

- B. Decking: Refer to Timber Boardwalk Specifications for wood decking specifications. Decking shall utilize 3- by 12-in planks, High-strength, E-glass/isophthalic polyester resin planks can be used as required.
- C. See Prefabricated Pedestrian Bridge Special Provision for all structural steel not otherwise covered in this provision.
- D. Anchor Bolts, High Strength Bolts, Nuts and Washers:
 - 1. Anchor Bolts: ASTM A 449, Type 1 hot dip galvanized, heavy-hex steel structural bolts.
 - 2. High-Strength Bolts: ASTM A 325 (AASHTO M 164), Type 3 weathering steel, heavy-hex steel structural bolts.
 - 3. Nuts and Washers: Hot dip galvanized at anchor bolts and weathering steel for all high strength weathering steel bolts.
 - 4. Bolts, nuts, and washers shall also be in accordance with Section 1072 of the NCDOT Standard Specifications.
- E. The minimum corrosion index of the atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.
- F. Concrete:
 - 1. End Bents and Bents: Class A concrete, per NCDOT Standard Specifications.
 - 2. Concrete Deck: Class A concrete, per NCDOT Standard Specifications
 - 3. Reinforcing Steel: ASTM A 615 (AASHTO M 31), Grade 60.
- G. Bearing Pads: Minimum 50 durometer hardness, conforming to NCDOT Standard Specifications and Special Provisions.

2.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.3 INSTALLATION

- A. Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. Contractor is to schedule a pre-installation meeting to discuss the method of erecting the bridge, as well as to verify the location(s) of the crane(s) required for

- erection. All equipment locations and staging shall occur within the right-of-way and easements established in the roadway plans. Contractor to verify prior to commencing bridge erection.
- B. The Fabricator will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of the Contractor.
 - C. No debris will be allowed to collect in the channel of the waterway. Contractor to provide measures to ensure debris is collected from the channel of the waterway as soon as is practical during construction.

2.4 APPROVAL

- A. The Contractor must provide the following Manufacturer's documentation for approval by the Client and engineer:
 - 1. Product Literature
 - 2. All documentation to ensure the proposed substitution will be in compliance with these specifications. This shall include:
 - a. Representative design calculations.
 - b. Representative drawings.
 - c. Splicing and erection procedures.
 - d. Warranty information.
 - e. Inspection and maintenance procedures.

PART 3 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

3.1 METHOD OF MEASUREMENT

- A. The quantity for FRP composite Bridge and FRP Boardwalk to be paid for shall be measured on lump sum basis per Structure. No separate measurement will be made.

3.2 BASIS OF PAYMENT

- A. The FRP composite bridge, substructure and all related components (including timber decking and railing) as described on the plans, in this Special Provision, and referenced NCDOT Standard Specifications and Special Provisions will be paid for at the contract lump sum price for each structure included in the Base Bid. Such price and payment will be full compensation for all work covered by this Special Provision, the plans, and applicable parts of the NCDOT Standard Specifications and Special Provisions and will include, but not be limited to, furnishing all engineering, labor, materials, equipment, delivery, and other incidentals necessary to complete this work.
- B. Payment will be made under:
 - 2. FRP composite Bridge:
 - Structure 1 – -L2- STA. 12+51.00 – 13.09.00 _____ Lump Sum
 - 3. FRP composite Boardwalk:
 - Timber Boardwalk – Structure #1; -L2- STA. 10+00.00 TO 12+51.00 _____ Lump Sum
 - Timber Boardwalk – Structure #1; -L2- STA. 13+09.00 TO 15+23.91 _____ Lump Sum
 - Timber Boardwalk – Structure #1; -L2- STA. 15+23.91 TO 15+63.91 _____ Lump Sum
 - Timber Boardwalk – Structure #1; -L2- STA. 15+63.91 TO 16+48.75 _____ Lump Sum

- Timber Boardwalk – Structure #1; Stairs @ -Y3-_____ Lump Sum

SP-062 TIMBER BOARDWALK ANTI-SLIP COATING

(02/18/2022)

SP (Kimley-Horn and Associates, Inc.)

Description

This special provision addresses the application of an anti-slip coating or finish on all timber boardwalk decking. Apply the primer and anti-slip coating in accordance with the manufacturer's recommendations, the applicable sections of the Standard Specifications and this provision.

Material Requirements

Unless otherwise noted on the plans, apply PolySpec Thiokol 100EX primer and a two-part water-borne epoxy coating, AS-175 by American Safety Technologies on all walking surfaces or decking for timber boardwalks.

Sampling and Placement

Coordinate finish color from manufacturer's standard color palette with Owner's Representative and Project Landscape Architect. Contractor shall provide a 36" x 36" mock-up using decking material for review and final approval prior to installation.

Basis of Payment

All work and materials necessary for the installation of the Timber Boardwalk Anti-Slip Coating shall be included in the Base Bid. Cleaning, preparation of the decking, and priming decking shall be incidental to other work and shall be included in the Base Bid.

STANDARD SPECIAL PROVISIONS EROSION & SEDIMENT CONTROL

SP-063 STABILIZATION REQUIREMENTS

(3-11-16)

S-2

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SP-064 SEEDING AND MULCHING

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Greenway Areas

| March 1 - August 31 | | September 1 - February 28 | |
|----------------------------|-----------------------|----------------------------------|-------------------------|
| 50# | Tall Fescue | 50# | Tall Fescue |
| 10# | Centipede | 10# | Centipede |
| 25# | Bermudagrass (hulled) | 35# | Bermudagrass (unhulled) |
| 500# | Fertilizer | 500# | Fertilizer |
| 4000# | Limestone | 4000# | Limestone |

Waste and Borrow Locations

| March 1 - August 31 | | September 1 - February 28 | |
|----------------------------|-----------------------|----------------------------------|-------------------------|
| 75# | Tall Fescue | 75# | Tall Fescue |
| 25# | Bermudagrass (hulled) | 35# | Bermudagrass (unhulled) |
| 500# | Fertilizer | 500# | Fertilizer |
| 4000# | Limestone | 4000# | Limestone |

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

Approved Tall Fescue Cultivars

| | | | |
|----------------------------|-----------|----------|-----------|
| 06 Dust | Escalade | Justice | Scorpion |
| 2 nd Millennium | Essential | Kalahari | Serengeti |

| | | | |
|----------------------------|-----------------|-----------------|--------------------|
| 3 rd Millennium | Evergreen 2 | | Shelby |
| Apache III | Falcon IV | Kitty Hawk 2000 | Sheridan |
| Avenger | Falcon NG | Legitimate | Signia |
| Barlexas | Falcon V | Lexington | Silver Hawk |
| Barlexas II | Faith | LSD | Sliverstar |
| Bar Fa | Fat Cat | Magellan | Shenandoah Elite |
| Barrera | Festnova | Matador | Sidewinder |
| Barrington | Fidelity | Millennium SRP | Skyline |
| Barrobusto | Finelawn Elite | Monet | Solara |
| Barvado | Finelawn Xpress | Mustang 4 | Southern Choice II |
| Biltmore | Finesse II | Ninja 2 | Speedway |
| Bingo | Firebird | Ol' Glory | Spyder LS |
| Bizem | Firecracker LS | Olympic Gold | Sunset Gold |
| Blackwatch | Fireza | Padre | Taccoa |
| Blade Runner II | Five Point | Patagonia | Tanzania |
| Bonsai | Focus | Pedigree | Trio |
| Braveheart | Forte | Picasso | Tahoe II |
| Bravo | Garrison | Piedmont | Talladega |
| Bullseye | Gazelle II | Plantation | Tarheel |
| Cannavaro | Gold Medallion | Proseeds 5301 | Terrano |
| Catalyst | Grande 3 | Prospect | Titan ltd |
| Cayenne | Greenbrooks | Pure Gold | Titanium LS |
| Cessane Rz | Greenkeeper | Quest | Tracer |
| Chipper | Gremlin | Raptor II | Traverse SRP |
| Cochise IV | Greystone | Rebel Exeda | Tulsa Time |
| Constitution | Guardian 21 | Rebel Sentry | Turbo |
| Corgi | Guardian 41 | Rebel IV | Turbo RZ |
| Corona | Hemi | Regiment II | Tuxedo RZ |
| Coyote | Honky Tonk | Regenerate | Ultimate |
| Darlington | Hot Rod | Rendition | Venture |
| Davinci | Hunter | Rhambler 2 SRP | Umbrella |
| Desire | Inferno | Rembrandt | Van Gogh |
| Dominion | Innovator | Reunion | Watchdog |
| Dynamic | Integrity | Riverside | Wolfpack II |
| Dynasty | Jaguar 3 | RNP | Xtremegreen |
| Endeavor | Jamboree | Rocket | |

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

SP-065 CRIMPING STRAW MULCH

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

SP-066 TEMPORARY SEEDING

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds per acre and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

SP-067 FERTILIZER TOPDRESSING

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SP-068 SUPPLEMENTAL SEEDING

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

SP-069 MOWING

The minimum mowing height on this project shall be 4 inches.

SP-070 NATIVE GRASS SEEDING AND MULCHING

(East)

Native Grass Seeding and Mulching shall be performed on the disturbed areas of wetlands and riparian areas, and adjacent to Stream Relocation construction within a 50 foot zone on both sides of the stream or depression, measured from top of stream bank or center of depression. The stream bank of the stream relocation shall be seeded

by a method that does not alter the typical cross section of the stream bank. Native Grass Seeding and Mulching shall also be performed in the permanent soil reinforcement mat section of preformed scour holes, and in other areas as directed.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

| March 1 - August 31 | | September 1 - February 28 | |
|----------------------------|---------------------|----------------------------------|---------------------|
| 18# | Creeping Red Fescue | 18# | Creeping Red Fescue |
| 6# | Indiangrass | 6# | Indiangrass |
| 8# | Little Bluestem | 8# | Little Bluestem |
| 4# | Switchgrass | 4# | Switchgrass |
| 25# | Browntop Millet | 35# | Rye Grain |
| 500# | Fertilizer | 500# | Fertilizer |
| 4000# | Limestone | 4000# | Limestone |

Approved Creeping Red Fescue Cultivars:

Aberdeen Boreal Epic Cindy Lou

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

Native Grass Seeding and Mulching shall be performed in accordance with Section 1660 of the *Standard Specifications* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Measurement and Payment

All work and materials necessary for the installation of Native Seeding and Mulching shall be included in the Base Bid.

SP-071 MINIMIZE REMOVAL OF VEGETATION

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

SP-072 STOCKPILE AREAS

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

No additional payment for work and materials necessary in the installation and maintenance of erosion control measures for waste and borrow sources constructed by the Contractor and associated with this Contract. In addition, waste and borrow source areas shall be restored with permanent vegetation as described herein and approved by the Engineer at the Contractor’s expense.

SP-073 ACCESS AND HAUL ROADS

This work shall consist of installing temporary gravel roads for construction access and turnarounds for construction traffic in the locations specified on the plans. Refer to the Temporary Gravel Section for Construction Access and Turnarounds Detail for additional details.

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day. Contractor to maintain gravel to prevent mud or sediment from leaving the construction site and may require periodic top dressing with 2" stone. Contractor shall remove temporary gravel access roads and the areas shall be stabilized and restored to pre-construction conditions.

Measurement and Payment

All work and materials necessary for the installation and of Access and Haul Roads shall be included in the Base Bid. Removal of Access and Haul Roads if directed by City of Greenville Project Manager shall be incidental to other work and shall be included in the Base Bid.

SP-074 WASTE AND BORROW SOURCES

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material or disturbed areas for waste and borrow sources as directed.

No additional payment for work and materials necessary in the installation and maintenance of erosion control measures for waste and borrow sources constructed by the Contractor and associated with this Contract. In addition, waste and borrow source areas shall be restored with permanent vegetation as described herein and approved by the Engineer at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

SP-075 TEMPORARY PIPE

The work covered by this section consists of furnishing, installing, maintaining and removing any and all temporary pipe used on this project in conjunction with erosion and sediment control measures and culvert construction. The Contractor shall install temporary pipe locations shown on the plans in such a manner approved by the Engineer. The minimum size requirements will be as stated on the Erosion Control plans.

All work and materials necessary for the installation of temporary piping shall be included in the Base Bid. Maintenance and removal of temporary piping shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor's Application for Payment.

Payment will be made under:

| Pay Item | Pay Unit |
|---|-----------------|
| 24" Temporary Pipe (L2, Sta. 11+50) | Linear Feet |

SP-076 TEMPORARY STREAMCROSSING

SP (Kimley-Horn and Associates, Inc.)

Temporary Stream Crossings shall be installed at the locations as shown in the plans and other locations as directed by the Engineer. The temporary pipe(s) shall be located in the bottom of the existing drainage channel. The pipe shall be covered with Class B rip rap, earth fill, filter fabric and #57 washed stone, etc. as shown in the construction detail for a Temporary Stream Crossing. Alternately, a bridgemat may be installed as a temporary stream crossing as shown in the construction detail in the plans.

All work and materials necessary for the installation of the temporary stream crossing or bridgemat shall be included in the Base Bid. Removal of the temporary stream crossing and restoring the stream channel to its original cross-section and re-stabilizing all disturbed area shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor's Application for Payment.

Payment will be made under:

| Pay Item | Pay Unit |
|--|-----------------|
| Temporary Stream Crossing (L2, Sta. 11+50) | Lump Sum |

SP-077 TREE PROTECTION FENCE

(08/10/21)

SP (Kimley-Horn and Associates, Inc.)

Description

Tree Protection Fence shall consist of the protection of selected trees, shrubs, or other woody plants. Fencing shall encompass the plants or trees to the drip-line. A warning sign shall be attached to the fence stating "Tree Protection" Deviations from this must be approved by the Engineer.

Sections of safety fencing shall be installed within two working days following mobilization operations and prior to clearing. Unless prior approval is received from the Engineer, failure to install the fence as specified herein will result in stoppage of all operations until the necessary safety fence is installed.

Materials

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating and be a minimum of 48" high.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length. Steel posts shall have bright orange rebar caps.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position. Posts shall be installed a minimum of 2 ft. into the ground. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the tree protection fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct payment will be made for the staking of the tree protection fence. All stakeouts for tree protection fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all tree protection fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Do not store construction materials, debris, excavated material, or equipment within the fence line or root zone of existing trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems. All underground utilities and drain lines shall be routed outside of the tree protection zone. If lines must traverse the protection area, they shall be bored under the tree. If temporary haul or access roads must pass over the root area of trees to be retained, a road bed of 6 inches of mulch or gravel shall be created to protect the soil. The road bed material shall be replenished as necessary to maintain a 6-inch depth.

Additional tree pruning required for clearance during construction must be performed by a qualified arborist and not by construction personnel. Any grading, construction, demolition or other work that is expected to encounter tree roots must be monitored by the consulting arborist. Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw. Should injury to a tree occur during construction, it should be evaluated as soon as possible by the consultant so that the appropriate treatments can be applied.

Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Engineer at the Contractor's expense. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

Do not allow fires under or adjacent to remaining trees or other plants.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site as (approved by the engineer) to complete the work.

Measurement and Payment

All work and materials necessary for the installation of Tree Protection Fencing shall be included in the Base Bid. Removal of the Tree Protection Fence shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor's Application for Payment.

Payment will be made under:

Pay Item

Tree Protection Fence

Pay Unit

Linear Foot

SP-078 MUD MATS

Description

Mud mats shall be utilized in wetland areas to minimize impacts during bridge and boardwalk construction, and shall meet the requirements as specified herein or approved equal. Shop drawing of mud mats should be submitted prior to installation.

Construction Methods

Several mud mats may be laid with overlap to provide access for bridge and boardwalk construction. A minimum overlap of 6-inches is required, or as recommended by the manufacturer. Mud mats shall be secured in place, as specified by the manufacturer. Mud mats shall be installed as stated in the *Boardwalk, Culvert and/or Bridge Erosion Control Phasing* note shown on the plans and in accordance with the details in the plans.

The mud mats shall be constructed and maintained to the satisfaction of the Engineer until the bridge and/or boardwalks are completed. Proper maintenance shall include, but not be limited to, the periodic replacement of torn or broken fabric mud mat and the proper removal of sediment from the mud mat surface.

The fabric mud mat shall meet the following minimum requirements or an approval equal shall be submitted.

| Parameter | Test Procedure | Minimum Value |
|------------------------------|------------------|---------------------------|
| Grab Tensile Strength | ASTM D4632 | 800 lbs. |
| Trapezoidal Tearing Strength | ASTM D4533 | 600 lbs. |
| Puncture Resistance | ASTM D4833 | 300 lbs. |
| Mullen Burst | ASTM D3786 | 400 psi |
| Apparent Opening Size | ASTM D4751 | 0.212 mm |
| Constant Head Permittivity | ASTM D4491 | 20.16 g/m/ft ² |
| Wide Width Tensile | ASTM D4595 | 650 lbs./in |
| Material | Woven Geotextile | 100% Polypropylene |

Method of Measurement

The quantity of mud mats to be paid for shall be measured per linear foot of mud mat (not stone) along the surface of the ground over which mud mat is installed and accepted. Overlaps will not be included in the measurement and will be considered as incidental to the work.

Basis of Payment

All work and materials necessary for the installation of Mud Mats shall be included in the Base Bid. Shop drawings, hauling, approach stone, maintenance and removal of the Mud Mats and re-stabilizing all disturbed area shall be incidental to other work and shall be included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor's Application for Payment.

Payment will be made under:

| | |
|-----------------|-----------------|
| Pay Item | Pay Unit |
| Mud Mat..... | Linear Foot |

SP-079 CONCRETE WASHOUT STRUCTURE

(12-10-20)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

| | |
|----------------------|----------------|
| Item | Section |
| Temporary Silt Fence | 1605 |

Safety Fence/Tree Protection Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

All work and materials necessary for the installation of Concrete Washout Structures shall be included in the Base Bid. Removal of Concrete Washout Structures, hauling, and disposal fees for concrete waste shall be incidental to other work and included in the Base Bid. The following Pay Item is for reference only and may be used for tracking construction progress and / or reporting with Contractor’s Application for Payment.

Payment will be made under:

| Pay Item | Pay Unit |
|----------------------------|-----------------|
| Concrete Washout Structure | Each |

STANDARD SPECIAL PROVISIONS PERMITS

The Contractor's attention is directed to the following permits, which have been issued or pending issuance to the City of Greenville by the authority granting the permit.

| <u>PERMIT</u> | <u>AUTHORITY GRANTING THE PERMIT</u> |
|----------------------|---|
| Water Quality (401) | Division of Environmental Management, DENR State of North Carolina |
| Water Quality (404) | |
| Buffer Certification | Division of Environmental Management, DENR State of North Carolina |
| Erosion Control | Department of Energy, Mineral, and Land Resources, DENR, State of North Carolina |

The Contractor shall comply with all applicable permit conditions during construction of this project.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-13 of the *2018 Standard Specifications* and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.

STANDARD SPECIAL PROVISIONS ERRATA

(10-16-18)(Rev.2-16-21)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Division 7

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number “725-1” with “724-4”.

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number “725-1” with “725-3”.

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B**, replace “Table 7^D” with “Table 8^D”.

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number “1080-9” with “1080-7”.

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number “1080-50” with “1080-10”.

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number “1080-61” with “1080-11”.

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number “1080-72” with “1080-12”.

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number “1080-83” with “1080-13”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25") Linear Foot

STANDARD SPECIAL PROVISIONS PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guava root knot nematode, or other noxious weeds.

FORMS
ADDITON TO STANDARD CITY FORMS

RELEVANT WORK EXPERIENCE, TIMBER BOARDWALKS

RELEVANT WORK EXPERIENCE, PRE-FABRICATED PEDESTRIAN BRIDGES

PROFESSIONAL QUALIFICATIONS

RELEVANT WORK EXPERIENCE, TIMBER BOARDWALKS

Contractor Name:

Subcontractor Name (if applicable):

TIMBER BOARDWALK CONSTRUCTION

Performed by Contractor or Subcontractor (circle one):

Project:

Project Location:

Project Owner:

Owner's Point of Contact
Name:

Email:

Phone:

Mailing Address

Contractor or Subcontractor's role in this project and general description of scope of work as relevant to this Contract.

Original Contract Duration:

Final Contract Duration:

Provide explanation if different.

Describe project conditions and approach to construction of the relevant work.

List type of primary equipment used in construction of the relevant work.

(Copy form as needed to include additional relevant work experience.)

RELEVANT WORK EXPERIENCE, PRE-FAB PED BRIDGE

Contractor Name:

Subcontractor Name (if applicable):

PRE-FABRICATED PEDESTRIAN BRIDGE CONSTRUCTION

Performed by Contractor or Subcontractor (circle one):

Project:

Project Location:

Project Owner:

Owner's Point of Contact
Name:

Email:

Phone:

Mailing Address

Contractor or Subcontractor's role in this project and general description of scope of work as relevant to this Contract.

Original Contract Duration:

Final Contract Duration:

Provide explanation if different.

Describe project conditions and approach to construction of the relevant work.

List type of primary equipment used in construction of the relevant work.

(Copy form as needed to include additional relevant work experience.)
(Provide additional sheets as needed to adequately respond to questions.)

PROFESSIONAL QUALIFICATIONS

Contractor Name:

Subcontractor Name (if applicable):

Provide the name(s) of the foreman or supervisor (that will be expected to remain onsite during construction activities per the terms of the Contract), including a description of his or her relevant prior work experience on similar projects.

Name of foreman or supervisor:

Prior work experience with timber boardwalk construction projects:

Name of foreman or supervisor:

Prior work experience with pre-fabricated bridge construction projects:

(Copy form as needed to include additional relevant professional experience.)

APPENDIX

NCDEQ LAND QUALITY SECTION LETTER OF APPROVAL

USACE GENERAL PERMIT (SECTION 404)

NCDEQ DWR 401 WATER QUALITY CERTIFICATION
APPROVAL

NCDEQ DWR TAR-PAMLICO RIPARIAN BUFFER IMPACT
APPROVAL

NCDOT ENCROACHMENT AGREEMENT

GEOTECHNICAL ENGINEERING REPORT dated October 27, 2021

GEOTECHNICAL FOUNDATION RECOMMENDATIONS
LETTER dated February 11, 2022

CONSTRUCTION DRAWINGS FOR BID dated August 2, 2022

PROPOSAL FORM (Use this Form Only)

SUBMIT PROPOSALS IN CARE OF:
Recreation and Parks Department City of Greenville
2000 Cedar Lane
Greenville, NC 27858
(252) 329-4242

BIDDER'S FIRM NAME: T.A. Loving Company

DATE: September 8, 2022

PROPOSAL: Wildwood Park Bridges & Boardwalks

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

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

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

The Bidder agrees, if his proposal is accepted, to contract with the City of Greenville, 200 West Fifth Street, Greenville, NC 27858, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete within the time allotted as specified, the General Construction work on the Owner's property, in complete accordance with the Plans, Specifications, and Contract Documents bearing the title **Wildwood Park Bridges & Boardwalks**, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents for the sums as follows.

Addenda Issued:

- No. 1; 8/31/22 
- No. 2; 9/2/22 

BID FORM #1 (Use this Form Only)

Area 1, Area 2, Area 3

Wildwood Park Bridges & Boardwalks
City of Greenville, NC

| BASE BID ITEMS (REQUIRED) | | | |
|----------------------------------|---|----------|------------------|
| Item | Description and Price in Words | Unit | Price in Figures |
| 1 | The completion of all work (including incidental work) per the plans and specifications, including but not limited to: General Conditions, Erosion & Sediment Control, Site Preparation, Demolition, Grading & Drainage, Paving, and Bridges & Boardwalk Structures to construct the Wildwood Park Bridges & Boardwalk Project as part of the Wildwood Park - Observation Tower & Trails Project in Greenville, NC for the Lump Sum amount of (dollars & cents) | | \$4,724,600.00 |
| Base Bid | TOTAL BASE BID (ITEMS ABOVE) complete and in place for the total Lump Sum amount of (dollars & cents) <i>Four million, seven hundred, twenty-four thousand, six hundred dollars and no cents</i> | Lump Sum | \$4,724,600.00 |
| Add Alt | The completion of all work associated with the concrete sidewalk connection to the beach at Area 2 <i>Six hundred, fifty thousand dollars and no cents</i> | Lump Sum | \$650,000.00 |

| SUPPLEMENTAL UNIT COSTS (REQUIRED) | | | |
|---|---|------|------------------|
| These unit costs shall be provided for evaluating construction progress and potential Change Orders (if needed) for additional work. Work associated with these units per the plans and specifications shall be included in the Base Bid above. | | | |
| Item | Description and Price in Words | Unit | Price in Figures |
| SP-050 | Heavy Duty Gravel Pavement | Ton | \$ 350.00 |
| SP-051 | Heavy Duty Concrete Sidewalk (6") | SY | 650.00 |
| SP-052 | Typical Concrete Sidewalk (4") | SY | 650.00 |
| SP-053 | Composite Safety Fence | LF | 250.00 |
| SP-059 | Timber Boardwalk | XX | XXXXX |
| SP-058.1 | Structure No. 1; L2, STA 10+00 to 12+51 | LS | 485,000.00 |
| SP-058.2 | Structure No. 1; L2, STA 13+09 to 15+24 | LS | 435,000.00 |
| SP-058.3 | Structure No. 1; L2, STA 15+24 to 15+64 | LS | 162,000.00 |
| SP-058.4 | Structure No. 1; L2, STA 15+64 to 16+49 | LS | 170,000.00 |
| SP-058.5 | Structure No. 1; Y3, Stairs | LS | 115,000.00 |
| SP-060 | Prefabricated Pedestrian Bridge | XX | XXXXX |

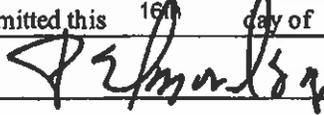
| | | | |
|----------|---|----|------------|
| SP-059.1 | Structure No. 1; L2, STA 12+51 to 13+09 | LS | 440,000.00 |
| SP-074 | Temporary Pipe | LF | 200.00 |
| SP-075 | Temporary Stream Crossing | LS | 45,000.00 |
| SP-076 | Tree Protection Fence | LF | 10.00 |
| SP-077 | Mud Mats | LF | 800.00 |
| SP-078 | Concrete Washout Structure | EA | 9,000.00 |

| ADD ALTERNATE BID ITEMS | | | |
|-------------------------|--|------|------------------|
| Item | Description and Price in Words | Unit | Price in Figures |
| SP-06-A | Alternate Bridge Typology (i.e. FRP, to replace base option) | LS | No Bid |
| SP-051 | Concrete Sidewalk (connection to the beach) | SY | 1,300.00 |

**BID BOND FOR CITY OF GREENVILLE, NC (Use this Form
Only, if Bid is over \$500,000)**

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

Respectfully submitted this 16th day of September, 2022.

Signature: 

Title: Co-President

Firm: T. A. Loving Company

Address: PO Drawer 919
Goldsboro, NC 27533-0919

License No. 325 Expiration Date: 12/31/2022

**ACKNOWLEDGEMENT OF SURETY'S EXECUTION OF BID
BOND**

State of North Carolina County of Wayne

I, Michele W. Carter, a notary public in and for said county and state, certify that Dawn D. Eason personally appeared before me this day and acknowledged that he or she is Attorney in Fact for Travelers Casualty and Surety Company of America, the Surety named in the foregoing Bid Bond, in which bond the Obligee is the City of Greenville, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the 16th day of September, 2022.

My commission expires: 07/23/2023

Michele W. Carter
Notary Public



| | |
|---|--|
|  | Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company |
|---|--|

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dawn D Eason** of **MATTHEWS** of **North Carolina**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

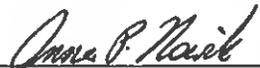
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
 My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16 day of September, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attach to Bid. Attach to Bid.

**CITY OF GREENVILLE / GREENVILLE UTILITIES
COMMISSION MINORITY AND WOMEN BUSINESS
ENTERPRISE (MWBE) PROGRAM**

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

These instructions shall be included with each bid solicitation.

Attach to Bid. Attach to Bid.

**CITY OF GREENVILLE / GREENVILLE UTILITIES
COMMISSION MINORITY AND WOMEN BUSINESS
ENTERPRISE (MWBE) PROGRAM**

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

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

Goals and Good Faith Efforts

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

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

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

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

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

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

Instructions

The Bidder shall provide with the bid the following documentation:

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

OR

- Identification of Minority/Women Business Participation (if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale, and cost)

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

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

OR

- Affidavit D (if aspirational goals are not met)
- After award of contract and prior to issuance of notice to proceed: Letter(s) of Intent or Executed Contracts

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

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

Minimum Compliance Requirements:

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

City of Greenville AFFIDAVIT A, Listing of Good Faith Efforts

County of: Wayne

Affidavit of: T. A. Loving Company
(Name of Bidder)

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

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

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

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

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

Date: September 16, 2022

Name of Authorized Officer: T. C. Edmondson, III, PE
Signature: [Signature]
Title: Co-President



SEAL

State of North Carolina County of Wayne
Subscribed and sworn to before me this 16th day of Sept. 2022
Notary Public Michele W. Carter
My commission expires 07/23/2023

Attach to Bid. Attach to Bid.

RELEVANT WORK EXPERIENCE, PRE-FAB PED BRIDGE

Contractor Name: T. A. Loving Company

Subcontractor Name (if applicable): Bridge Brothers, Inc.

PRE-FABRICATED PEDESTRIAN BRIDGE CONSTRUCTION

Performed by Contractor or Subcontractor (circle one):

Project: Unity Park

Project Location: Greenville, SC

Project Owner: City of Greenville

Owner's Point of Contact Name: Neil Wilson

Email: nwilson@harpergc.com

Phone: 864-630-6318

Mailing Address 35 W Court ST #400, Greenville, SC 29601

Contractor or Subcontractor's role in this project and general description of scope of work as relevant to this Contract.

Full Design/build civil and structural design of three bridges, Driven Piles, site work (concrete), installation of 110', 90' trusses and 135' suspension bridge. Value \$1.7m

Original Contract Duration: 15 months

Final Contract Duration: 15 months

Provide explanation if different.

Describe project conditions and approach to construction of the relevant work.

Studied site and conditions of existing power lines, Designed with in-house engineers piles, footers and bridges. Internal PE allows or quick modification in the event of a unforeseen site condition
List type of primary equipment used in construction of the relevant work.

Skidsteer, Excavators, 110ton crane, 350 ton crane, Lulls, pump truck

(Copy form as needed to include additional relevant work experience.)
(Provide additional sheets as needed to adequately respond to questions.)

PROFESSIONAL QUALIFICATIONS

Contractor Name: T. A. Loving Company

Subcontractor Name (if applicable): Bridge Brothers, Inc.

Provide the name(s) of the foreman or supervisor (that will be expected to remain onsite during construction activities per the terms of the Contract), including a description of his or her relevant prior work experience on similar projects.

Name of foreman or supervisor: _____

Prior work experience with timber boardwalk construction projects:

Name of foreman or supervisor: Aaron Gentilucci

Prior work experience with pre-fabricated bridge construction projects:

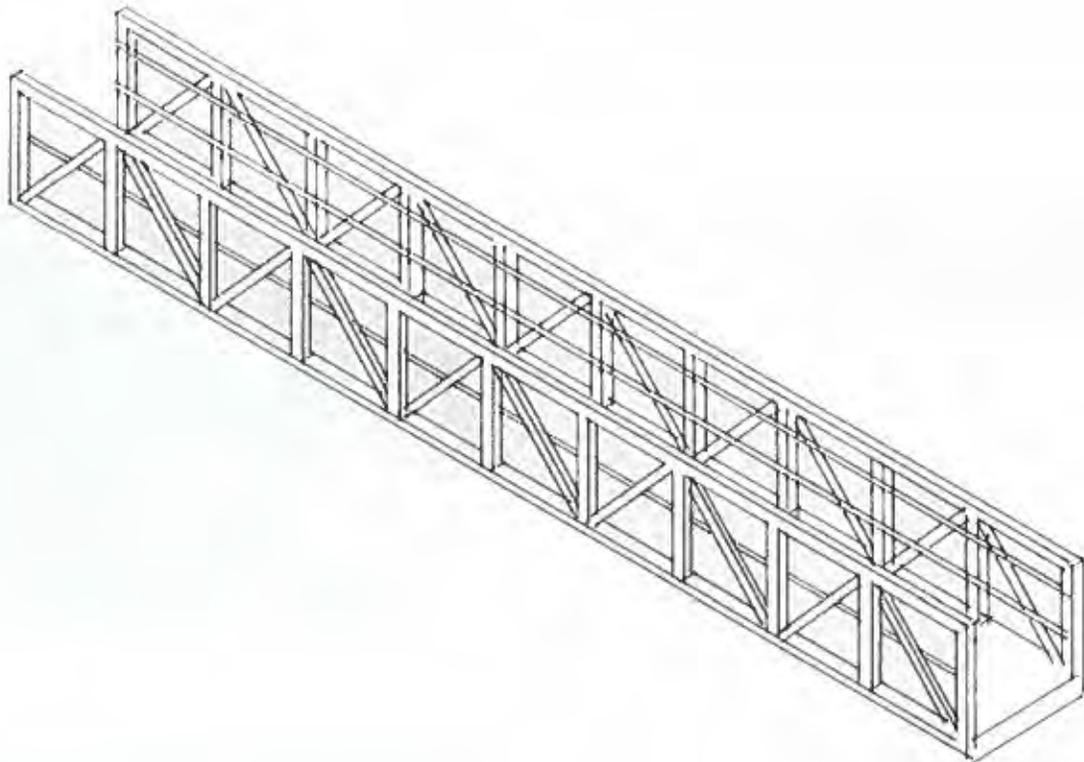
Johnny Solomon - 10 years civil work, 25 years iron worker.
Chad McDonald - 25 years designing briges - over 500
bridge designed
Aaron Gentilucci - PM 15 years construction and
fabrication experience

(Copy form as needed to include additional relevant professional experience.)

B | BRIDGE BROTHERS

**BRIDGE BROTHERS PROVIDES TURN KEY DELIVERY
THROUGH ENGINEERING, FABRICATING, AND
INSTALLING CUSTOM BRIDGES AND STRUCTURES**

T 866 258.3401 E: sales@bridgebrothers.com www.bridgebrothers.com



PROJECT REFERENCES

PROJECT REFERENCES

At Bridge Brothers, we have a new integrated approach to bridge projects. Through integrated design that lets us design and build turn key, prefabricated bridges, we've been able to bring our client's visions to life and create inspiring bridges that stand the testament of time.

Along the way, we've completely redesigned the way a building company brings value to clients. Our integrated, full-services approach enables us to provide real estate services—from financing to leasing—and a truly collaborative design and construction process that fast-tracks our clients' most riskiest, complex and iconic projects.

It's the intersection of creativity, design, execution, with an eye on the practical considerations of timing and budgets. When this is all owned by a single integrated team that operates without functional silos, the results are projects that fully meet the dreams, desires and expectations of clients.

EAST RICHARDSON & SOUTH GUM ST.

PEDESTRIAN BRIDGE

Owner : Town of Summerville, SC

Location : Summerville, SC

Contact : Russell Cornette 843.851.4226

Size : 6' x 60'



QUESTA UTILITY BRIDGE

Owner : Entacta

Location : Questa, NM

Contact : Michael Cincirpini 412.417.84608

Size : 9' x 126'



BRADY'S RUN TRAIL BRIDGE

Owner : Beaver County, PA

Location : Brady's Run PA

Contact : Todd Phillips 330.507.2925

Size : 55' x 8'



MCCORMICK PARK

PEDESTRIAN BRIDGE

Owner : City of St. Helens

Location : City of St. Helens, OR

Contact : Jenny Dimsho 503.366.8207

Size : 8' x 60'



SOUTHERN HILLS HOA

PARKS + RECREATION BRIDGE

Owner : Southern Hills HOA

Location : Phoenix, AZ

Contact : Patti Trites 402.213.7126

Size : 5' x 50'



BRISTOL TRAIL BRIDGE

Owner : Town of Summerville, SC

Location : Summerville, SC

Contact : Russell Cornette

843.851.4226

Size : 4' x 100'



ASH WOODS

PEDESTRIAN BRIDGE

Owner : City of McKinney, TX

Location : McKinney, TX

Contact : Don Simms 682.552.1792

Size : 8' x 70'



CATAWBA TRAIL BRIDGE

PEDESTRIAN BRIDGE

Owner : US Forestry Service

Location : Old Fort, NC

Contact : Don Cable 828.226.1640

Size : 6' x 100'



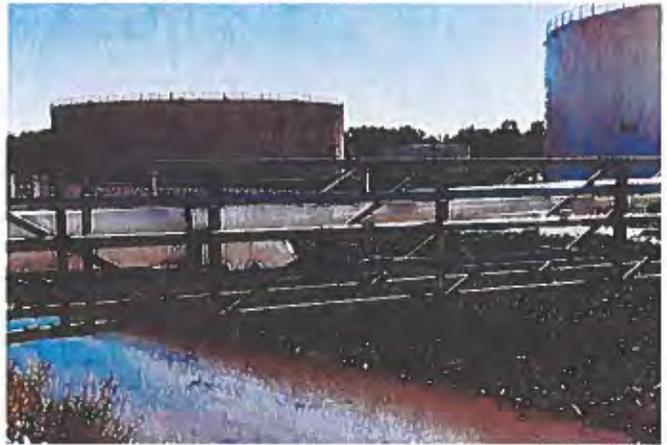
SHELL PIPE BRIDGE

Owner : Shell Oil

Location : Lockport, IL

Contact : Paul Bellizaire -
Paul.Bellizaire@shell.com

Size : 4' x 81'



HUMBOLT

PEDESTRIAN BRIDGE + BOARDWALK

Owner : Humbolt County

Location : Arcata Marsh, Arcata, CA

Contact : Dena McCullough 707-499-1471

Size : 180' x 8', 50' x 8', 60' x 8', 1,280 linear feet of boardwalk



FPL INDUSTRIAL BRIDGE

Owner : Florida Power & Light

Location : Palmetto Bay, FL

Contact : Tony Pou 305.469.3556

Size : 5' x 145'



Attach to Bid. Attach to Bid.

RELEVANT WORK EXPERIENCE, TIMBER BOARDWALKS

Contractor Name: T. A. Loving Company

Subcontractor Name (if applicable): JD James, Inc. d/b/a Nature Bridges

TIMBER BOARDWALK CONSTRUCTION

Performed by Contractor or Subcontractor (circle one):

Project: Please see the complete list attached.

Project Location: _____

Project Owner: _____

Owner's Point of Contact
Name: _____

Email: _____

Phone: _____

Mailing Address

Contractor or Subcontractor's role in this project and general description of scope of work as relevant to this Contract.

Original Contract Duration: _____

Final Contract Duration: _____

Provide explanation if different. _____

Describe project conditions and approach to construction of the relevant work.

List type of primary equipment used in construction of the relevant work.

(Copy form as needed to include additional relevant work experience.)

Attach to Bid. Attach to Bid.

PROFESSIONAL QUALIFICATIONS

Contractor Name: T. A. Loving Company

Subcontractor Name (if applicable): JD James, Inc. d/b/a Nature Bridges

Provide the name(s) of the foreman or supervisor (that will be expected to remain onsite during construction activities per the terms of the Contract), including a description of his or her relevant prior work experience on similar projects.

Name of foreman or supervisor: Brian Green and Will Harrelson.

Prior work experience with timber boardwalk construction projects:

See attached relevant experience highlighted in yellow and resume for Brain Green.

See attached relevant experience highlighted in orange and resume for Will Harrelson.

Name of foreman or supervisor:

Prior work experience with pre-fabricated bridge construction projects:

(Copy fom as needed to include additional relevant professional experience.)



JD James, Inc. d/b/a
Nature Bridges
Completed Projects



| Client# | JOB | Yr | Client | State | Project Name & Address | Owner Name & Address | Scope/Item | Start Date | Comp. Date |
|---------|-----|------|--|-------|---|--|---|------------|------------|
| 313 | 870 | 2022 | First Service Residential Sonya McKevey, Community Ass. Manager 850-461-1318 Sonya.McKevey@firstservice.com | FL | Watersound West Beach | Watersound West Beach Community Association, Inc. Cindy Hultine 22 Half Hitch Lane Santa Rosa Beach, FL 32459 | Remove and Replace decking and handrail on multiple portions of existing boardwalk structures | TBD | TBD |
| 312 | 869 | 2022 | Alys Beach Neighborhood Association, Inc. c/o Rizzetta & Company, Inc. 3434 Colwell Ave. Suite 200 Tampa, FL 33614 | FL | Alys Beach- Nature Trail | Alys Beach Neighborhood Association, Inc. c/o Rizzetta & Company, Inc. 3434 Colwell Ave. Suite 200 Tampa, FL 33614 | Remove and haul away existing boardwalk hand railing and decking. Install new decking and handrailing using WearDeck | 3/13/2022 | TBD |
| 310 | 864 | 2022 | NatureWalk-Community Development District 120 Richard Jackson Blvd. Suit 220 Panama City Beach, 32407 | FL | Nature Walk CCD Timber Bridges Santa Rosa Beach, FL | NatureWalk Community Development District 120 Richard Jackson Blvd. Suit 220 Panama City Beach, 32407 | Remove & Replace multiple Vehicular and Pedestrian Bridges | 1/20/2022 | TBD |
| 59 | 863 | 2021 | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 | FL | AC Block Dune Walkover | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 | 6' W x 138' L Dune Walkover with PTSYP substructure, superstructure, and hand railing. WearDeck shall be used as decking material | 2/28/2022 | TBD |
| 48 | 860 | 2021 | Superior Construction Co., Inc. SAMET, Inc. P.O. Box 8050 Greensboro, NC 27419 | FL | UNF LOT 14 Enhanced Walkway Battleground Park District Phase 1 Hillside Development Greensboro, NC | University of North Florida Recreation 501 Yancyville Street Greensboro, NC 27405 | 12' W x 840' L Pedestrian Walkway Bridges w/Railings | TBD | TBD |
| 289 | 849 | 2021 | Dallas National Golf Club 1515 Knoxville Street Dallas, TX 75211 | NC | Bridge 9 Replacement | Dallas National Golf Club 1515 Knoxville Street Dallas, TX 75211 | Construct 10' W x 500' L Top-Down above ground Boardwalk w/Railings | 10/5/2021 | 12/10/2021 |
| 186 | 846 | 2021 | Astra Group 300 Churchill Court Woodstock, GA 30188 | TX | Trail Creek Crossing-Firefly Trail | Unified Government of Athens-Clarke County, Board of Commissioners 75 Langley Drive Lawrenceville, GA 30046 Marcy Diaz: 770-822-8720 Fax: 770-822-8748 | Remove and replace Bridge 9 10' x 150' with 20' freespan, wood curb & rail | 8/1/2021 | 8/13/2021 |
| 177 | 842 | 2021 | Summit Construction & Development, LLC 2108 Bentley Drive Stone Mountain, GA 30087 | GA | Pleasant Hill Road Boardwalk | Adventist Health System 601 East Rollins St. Orlando, FL 32803 | Demo and Reconstruct Timber Bridges | 2/15/2022 | TBD |
| 307 | 839 | 2021 | Adventist Health System 601 East Rollins St. Orlando, FL 32803 | GA | AH Fish Memorial 1055 Saxon Blvd. Orange City, FL 32763 | Adventist Health System 601 East Rollins St. Orlando, FL 32803 | 12' x 291' Pedestrian Boardwalk with Railings | 3/23/2021 | 7/13/2021 |
| 306 | 836 | 2020 | Kordia Construction, Inc. 250 E. Highland Dr. Lakeland, FL 33818 669.669.0990 | FL | Bonnet Springs - Treehouse 1029 George Jenkins Blvd. Lakeland, FL 33819 | Roundhouse Holdings, LLC 4419 South Kentucky Ave. Lakeland, FL 33801 | 8'W x 470'L Boardwalk with Handrails 16x16 center pavilion LED Solar lighting on handrail posts Construct Treehouse Building | 3/1/2021 | 6/3/2021 |
| 92 | 835 | 2020 | | FL | | | Structure, Treehouse Deck, deck railing, access ramp, ramp railing Cross bracing deck and ramp | 6/7/2021 | 1/21/2022 |



JD James, Inc. d/b/a
Nature Bridges
Completed Projects



| | | | | | | | | | |
|-----|-----|------|--------------|---|----|--|--|-----------|------------|
| 92 | 829 | 2020 | 865.669.0990 | Florida Construction, Inc. 250 E. Highland Dr. Lakeland, FL 33815 | FL | Bonnet Springs Canopy Walk and Boardwalk 1025 George Jenkins Blvd. Lakeland, FL 33815 | Roundhouse Holdings, LLC 419 South Kentucky Ave. Lakeland, FL 33801 | 1/25/2021 | TBD |
| 242 | 828 | 2020 | 850-514-1004 | Allstate Construction, Inc 5718 Tower Road Tallahassee, FL 32303 | FL | APD-13018030 Amend #1 Repair/Damages Phase 2 (Rish Park/Dune Access Ramp) 6773 Cape San Blas Rd. Port St. Joe, FL 32456 | Agency for Persons with Disabilities 4030 Esplanade Way Tallahassee, FL 32399 | 2/5/2021 | 12/31/2021 |
| 304 | 823 | 2020 | 301-870-2400 | SE Davis Construction PO Box 1008 LaPlaza, MD 20646 | MD | Interpretive Walkway Boardwalk and Living Shoreline on the Potomac River Indian Head, MD | Town of Indian Head, MD 4195 Indian Head Highway Indian Head, MD 20640 | 2/11/2021 | 10/6/2021 |
| 301 | 818 | 2020 | 770-752-4698 | TriScapes 1595 Peachtree Parkway Suite 204-396 Cummin, GA 30041 | GA | Jesters Creek Trail from I-175 to CR 13248/Morrow Road Jesters Creek Trail Phase III Project P.I. No. 0010725, Clayton County | City of Morrow, GA | 9/27/2021 | 11/30/2021 |
| 300 | 817 | 2020 | 423-643-5950 | City of Chattanooga Chattanooga Dept. of Transportation 1250 Markete Street Suite 3030 Chattanooga, TN 37402 | TN | Contract No. T-15-032-201 South Chickamauga Greenway Connector- Youngstown | City of Chattanooga Chattanooga Dept. of Transportation 1250 Markete Street Suite 3030 Chattanooga, TN 37402 | 9/14/2020 | TBD |
| 92 | 801 | 2020 | 865.669.0990 | Florida Construction, Inc. 250 E. Highland Dr Lakeland, FL 33813 | FL | Bonnet Springs Canopy Walk and Boardwalk Lakeland, FL | | 5/4/2020 | 5/1/2021 |
| 108 | 811 | 2020 | 407-478-4500 | Mike Sundquist, Sr. PM Roger B. Kennedy, Inc. 1105 Kensington Park Drive Altamonte Springs, FL 32714 | FL | Westgate Lakes - Phase 2 Water Park Amenity Turkey Lake Road Orlando, FL | Westgate Lakes, LTD 5601 Winhover Drive Orlando, FL 32819 | 5/4/2020 | 8/28/2020 |
| 284 | 804 | 2020 | 850.814.4490 | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 Brent Faison, Owner's Rep. | FL | Retaining Wall Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 | 1/10/2020 | 2/14/2020 |



JD James, Inc. d/b/a
Nature Bridges
Completed Projects



| | | | | | | | | | |
|-----|-----|------|---|----|--|---|------------|-----------|--|
| 284 | 808 | 2020 | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 Brent Fauson, Owner's Rep 850.814.4490 | FL | Cattle Guards Farmdale Mexico Beach, FL | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 | 1/13/2020 | 1/16/2020 | Install cattle gates |
| 295 | 800 | 2020 | Handem Construction 5391 Lakewood Ranch Blvd N, Suite 200 Sarasota, FL 34240 Cody Carson (941) 376-3877 William Herrera, PM Pro Building Systems 3678 North Peachtree Road Atlanta, GA 30341 Cell: (601) 466-9748 | FL | Robinson Preserve Nature Discovery Zone Bradenton, FL | Manatee County | 2/10/2020 | 5/17/2020 | Construct elevated boardwalks |
| 297 | 809 | 2020 | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 Terri Pittman 850-213-5548 | GA | Elm Street Playground Atlanta, GA | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 | 3/16/2020 | 4/30/2020 | Construct boardwalk |
| 59 | 790 | 2019 | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 Terri Pittman 850-213-5548 | FL | Beach Club Plaza, ADA Dune Walkover Alys Beach, FL | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 | 1/7/2020 | 4/24/2020 | Top down ADA dune crossover with railings and grab railing |
| 59 | 798 | 2019 | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 Terri Pittman 850-213-5548 | FL | Gulf Green Terrace Credentialing Station Alys Beach, FL | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 | 12/9/2019 | ung | Construct 2 overlooks on existing boardwalk |
| 207 | 795 | 2019 | The Trust for Public Lands EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 Terri Pittman 850-213-5548 | TN | South Chickamauga Creek Greenway Crownwell Connector | The Trust for Public Lands | 12/14/2019 | 4/1/2022 | CLEARING, GRADING AND CONSTRUCTING BOTH ELEVATED BOARDWALK AND AT-GRADE TRAIL SECTION, APPROXIMATELY 1.404' OF 11' WIDE ROLLER COMPACTED CONCRETE TRAILS, APPROXIMATELY 3.440' OF 10' ELEVATED BOARDWALK TRAILS. |
| 59 | 799 | 2019 | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 Terri Pittman 850-213-5548 | FL | Turtle Bale Springs Boardwalk Alys Beach, FL | EBSCA Gulf Coast Development Alys Beach 9581 County Hwy 30-A East "C" Alys Beach, FL 32461 | 12/9/2019 | 1/9/2020 | Redeck 150 LF beach crossover |



JD James, Inc. d/b/a
Nature Bridges
Completed Projects



| | | | | | | | | | |
|-----|-----|------|----|---|--|---|---|-----------|-----------|
| 95 | 773 | 2019 | AL | Alabama Wildlife Federation Tim Goehard 3050 Lanark Road Millbrook, AL 36054 Phone: (334) 285-4550 Fax: (334) 285-4959 | AWF Millbrook, AL | | Boardwalk system repairs | 8/13/2019 | 9/30/2019 |
| 107 | 769 | 2019 | FL | The Villas of Grand Cypress Chris Miller, Chief Engineer 60 Grand Cypress Blvd. Orlando, Florida 32836-6699 407-239-1971 | Grand Cypress Resort 60 Grand Cypress Blvd. Orlando, FL 32836 | Grand Cypress Resort 60 Grand Cypress Blvd. Orlando, FL 32836 | Reseal pedestrian overpass | 6/24/2019 | 7/2/2019 |
| 107 | 783 | 2019 | FL | Villas of Grand Cypress Chris Miller, Chief Engineer 60 Grand Cypress Blvd. Orlando, Florida 32836-6699 Tel: 407-239-1971 | Minor Bridge Repair Grand Cypress Resort 60 Grand Cypress Blvd. Orlando, FL 32836 | Grand Cypress Resort 60 Grand Cypress Blvd. Orlando, FL 32836 | Replace rotted deckboards and replace hardware | 9/26/2019 | 10/4/2019 |
| 178 | 746 | 2019 | GA | Steele & Associates 7561 Industrial Court Alpharetta, GA 30004 Aaron Steele 678-614-8300 | Graves Park Atlanta, GA | | 6-6" W X 20-4" L PEDESTRIAN BRIDGE W/ HANDRAILS; 6-6" W X 20-4" L PEDESTRIAN BRIDGE W/ CURBS | 3/24/2019 | 6/20/2019 |
| 219 | 740 | 2019 | FL | Access Management 30450 Bretton Loop Mount Dora, FL 32757 Office: 407.480.4200 x2050 Heather Burch, LCAM Gibbs & Register, Inc. 232 South Dillard St. Winter Garden, Florida 34787 (407) 654-6133 | Sullivan Ranch HOA Sullivan Ranch BLVD. Mt. Dora, FL 32757 | Access Management 30450 Bretton Loop Mount Dora, FL 32757 | Sham existing bridge and replace 120 deck boards plus 23 boards on curb and handrail | 2/3/2019 | 2/22/2019 |
| 235 | 748 | 2019 | FL | Fax (407) 654-6133 Yellowstone Golf Course 1 Yellowstone Club Trail Big Sky, MT 59716 (406) 995-4900 | Shingle Creek Trail Overlook Orlando, FL | City of Orlando | 4 benches, 1,428 sf overlook, fender system | 5/20/2019 | 8/24/2019 |
| 256 | 763 | 2019 | MT | Yellowstone Golf Course 1 Yellowstone Club Trail Big Sky, MT 59716 (406) 995-4900 Tailored Trails, LLC 7425 Dover Place Cumming, GA 30043 Aaron Steele 678-614-8300 | Yellowstone Club #5 Hole Bridge 1 Yellowstone Club Trail Big Sky, MT 59716 (406) 995-4900 | | Hole 5 Bridge Repairs 10' x 400' | 6/2/2019 | 6/18/2019 |
| 265 | 739 | 2019 | GA | | Independence Trail Crayson, GA | Forestar Real Estate Group | (5) 12' wide pedestrian bridges, combined lengths of 273', with handrail | 2/10/2019 | 3/12/2019 |



JD James, Inc. d/b/a
Nature Bridges
Completed Projects



| | | | | | | | | | |
|-----|-----|------|---|----|--|---|---|------------|-----------|
| 265 | 779 | 2019 | Tailored Trails, LLC 7425 Dover Place Cumming, GA 30044 Aaron Steele 678-614-8300 | FL | Cascade Preserve Spring House Trail Improvements Atlanta, GA | Friends of Cascade Springs Nature Preserve | 5' x 200' boardwalk 14' x 16' deck | 8/25/2019 | 8/30/2019 |
| | | | Tailored Trails, LLC 7425 Dover Place Cumming, GA 30045 | | | | | | |
| 265 | 792 | 2019 | Blue Heron Nature Preserve 4055 Roswell Rd NE, Atlanta, GA 30342 Kevin McCauley (Director) Phone: 404-946-6394 | GA | Blue Heron 2019 Atlanta, GA | Blue Heron Nature Preserve 4055 Roswell Rd NE, Atlanta, GA 30342 Kevin McCauley (Director) Phone: 404-946-6394 | Construct timber bridges abutments | 10/28/2019 | 12/9/2019 |
| 278 | 738 | 2019 | David & Rene Henselman 7415 Old St. Augustine Tallahassee, FL 32311 | FL | David & Rene Henselman 7415 Old St. Augustine Tallahassee, FL 32311 | | Repair timber bridge | 1/28/2019 | 2/1/2019 |
| 281 | 752 | 2019 | Joint Venture 10901 Dale Street Dr., Trailer #3 Tampa, FL 33626 Tyler O'Brien, Project Manager (813) 618-5288 | FL | Northwest Regional Water Reclamation Tampa, FL | | 10' W x ~125' L Boardwalk w/ Handrails; 10' W x ~150' L Boardwalk w/ Handrails | 9/19/2019 | 10/4/2019 |
| 283 | 757 | 2019 | D.F. Chase, Inc. 9001 Armory Drive, Suite 200 Nashville, TN 37204 615-596-2338 Seth Cochran, Construction Manager 615-596-2333 | FL | Ryman-Gaylord Palms Expansion Nashville, TN | Ryman-Gaylord Palms | 8' W x 100' L Elevated atrium boardwalk with guard rails and grab rails | 3/23/2020 | 5/1/2020 |
| 284 | 959 | 2019 | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 Zach Ferrell | FL | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 Diana Crossover | Farmdale LLC 212 Water Drive, Mexico Beach FL 32456 | 15' W x 940' L Boardwalk w/ wire mesh railings & 33' x 33' L Terminal Platform, Stair, & ADA ramp w/ mesh railings | 10/21/2019 | TBD |



JD James, Inc. d/b/a
Nature Bridges
Completed Projects



| | | | | | | | | | |
|-----|-----|------|--|----|--|---|--|------------|------------|
| 285 | 761 | 2019 | University of Florida Mark Humbert UF Florida Museum of Natural History Mark Humbert | FL | UF Florida Museum of Natural History Butterfly Exhibit Bridges Gainesville, FL | Mark Humbert UF Florida Museum of Natural History | Bridge Design/Engineering 6' W x 8' L Pedestrian bridge & 6' W x 16' L Pedestrian | 5/1/2019 | 5/1/2019 |
| 286 | 772 | 2019 | L&R Contracting Brian Strickland | FL | Ecofina Blue Springs Camp Shoreline Restoration Washington County, FL | | Boardwalk, platform, overlook and stairs | 10/7/2019 | 12/8/2019 |
| 288 | 774 | 2019 | L S Cattle Co., LLC SAMET, Inc. P.O. Box 8050 Greensboro, NC 27419 (336) 544-2600 | FL | Waldia, FL | | Re-level existing boardwalk | 8/19/2019 | 8/23/2019 |
| 289 | 781 | 2019 | Ryan Verstat | NC | Greensboro Science Center Zoo Greensboro, NC | City of Greensboro | 10' x 623' elevated boardwalk with railings and overlooks 6' x 32' stairs with railings 1,100 LF of fencing | 7/20/2020 | 10/23/2020 |
| 290 | 787 | 2019 | Caleb Burnette Alan Myers VA, Inc. 301 Concourse Blvd., Ste 300 Glen Allen, VA 23059 804-290-8500 | FL | Kanor Lake Monticello, FL | Caleb Burnette | Dock | 10/3/2019 | 10/18/2019 |
| 291 | 788 | 2019 | Brian Laws, PE Burgess CWH, LLC 7816 Professional PL Tampa, FL 33637(818) 606-1850 ext.210 | VA | Gloud HQ LC2 Ph 1 Loudoun Center Pedestrian Bridge 44621 Waxpool Rd Ashburn, VA 20147 | | 10'x40' Free span glulam bridge design build | 11/1/2020 | 11/18/2019 |
| 292 | 791 | 2019 | Carrier Pipes, Operations, Project Coordinator | FL | Effolden River Subdivision Zephyrhills, FL | | 6' w. x 61' Elevated Boardwalk | 11/11/2019 | 11/20/2019 |
| 293 | 793 | 2019 | Ruppert Landscape, Inc. 23601 Laytonsville Rd. Laytonsville, MD 20882 | VA | Lakewood Manor Retirement Community Richmond, VA | Lifespire 3961 Silliman Pkwy Glen Allen, VA 23060 | Pre-engineered clearspan boardwalk with railings and 2 concrete abutments | 11/8/2019 | 11/24/2019 |
| 294 | 797 | 2019 | M of Tallahassee 4223 Capital Circle, NW Tallahassee, FL 32303 850-562-1022 | FL | E3538 SR-30 (US 98) Wakulla Co. Bike Path/Trail Wakulla, FL | Florida Department of Transportation | 350 x 12 boardwalk with railings | TBD | |
| 296 | 802 | 2019 | Beech Construction Services 541 B Huntley Industrial Dr. Smyrna, TN 37167 615-220-5335 Tony Zhebkov, Project Manager | TN | Wendell Building Deck Nashville, TN | Grand Ole Opry | 20' W X 51' L Boardwalk (2 x 8 PTSYP1 Decking) w/decking over existing concrete sidewalk | 1/13/2020 | 2/1/2020 |



Resume of **Brian Green** Senior Project Manager



Mr. Green has over twenty years experience in the construction industry, with a strong background in structural carpentry. His experience includes the construction of many nominal lumber and timber framed structures, including houses, commercial buildings, and site structures including bridges, signage, walkways, guardrails, and equipment enclosures. Mr. Green also has experience with other pedestrian bridge construction types, including steel, concrete, reinforced fiberglass plastic, and aluminum.

As Senior Project Manager for Nature Bridges, Mr. Green has excelled in providing design, construction and consultation services for commercial and residential projects alike. His knowledge of construction practices through all types of water bodies, and his expertise in top-down construction helps to assist owners, Architects and Engineers alike during the design phases of projects. His ability to grasp the intent of a project has proven invaluable to Nature Bridges on numerous occasions.

Mr. Green's experience has assisted Nature Bridges in becoming one of the Nation's top design/build firms of pedestrian bridges, boardwalks and heavy timber construction, as well as all types of site amenities. Having been involved in over 180 projects with Nature Bridges, Mr. Green has the knowledge, experience, expertise and steadfastness to bringing projects to a close in a timely and efficient manner.

Experience

- 1997-1998 Facarre Builders Lead Carpenter
- 1998-2003 Mullinix Construction Supervisor
- 2003-Current JD James, Inc. d/b/a Nature Bridges
 - 2003-2006 Crew Leader
 - 2006-2007 Assistant Project Manager
 - 2007- Current Project Manager

EXCELLENCE IN CONSTRUCTION AWARDS

- 2013 Senior Project Manager for DDC Boardwalk in New York City. Associated Builders and Contractors Merit award for Specialty Construction
- 2011 Senior Project Manager for Ivy Creek Greenway Trail: Associated Builders and Contractors Merit Award for Specialty Construction
- 2009 Senior Project Manager for Rookery Bay National Estuarine Research Reserve: Associated Builders and Contractors Eagle Award for Specialty Contractor

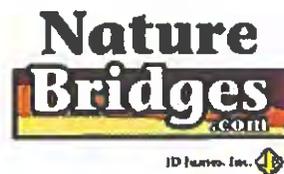
Notable Company and Individual Experience

- Windmark Beach Windmark Beach, FL Retail/Resort General Contracting Site Amenities 2003-2006
- WaterColor WaterColor, FL Retail/Resort General Contracting Site Amenities 2003-2006
- Watersound Watersound, FL Retail/Resort General Contracting Site Amenities 2003-2006
- Lower Rouge River Canton Township, MI Municipal General Contracting Site Amenities 2009
- College of William and Mary Williamsburg, VA Education General Contracting Site Amenities 2010

1586 Seven Bridges Road, Monticello, FL 32344 P: (850) 997-8585 F: (850) 385-3493
Email: info@JDJamesCorp.com; Web: www.JDJamesCorp.com
Email: info@NatureBridges.com; Web: www.NatureBridges.com



Resume of Will Harrelson Superintendant



Mr. Harrelson has over 20 years experience in the construction industry, with a strong background in structural carpentry. His experience includes the construction of many nominal lumber and timber framed structures, including houses, commercial buildings, and site structures including bridges, signage, walkways, guardrails, and equipment enclosures. Mr. Harrelson also has experience with other pedestrian bridge construction types, including steel, concrete, reinforced fiberglass plastic, and aluminum.

As Superintendant for Nature Bridges, Mr. Harrelson excels in providing construction services for commercial and residential projects alike. His knowledge of construction practices through all types of water bodies, and his expertise in top-down construction provides him with the ability to grasp the intent of a project which has proven invaluable to Nature Bridges and our clients.

Mr. Harrelson's construction and supervisory expertise has assisted Nature Bridges in becoming one of the Nation's top design/build firms of pedestrian bridges, boardwalks and heavy timber construction, as well as all types of site amenities. Having been involved in over 100 projects with Nature Bridges, Mr. Harrelson has the knowledge, experience, expertise and steadfastness to bringing projects to a close in a timely and efficient manner.

Experience

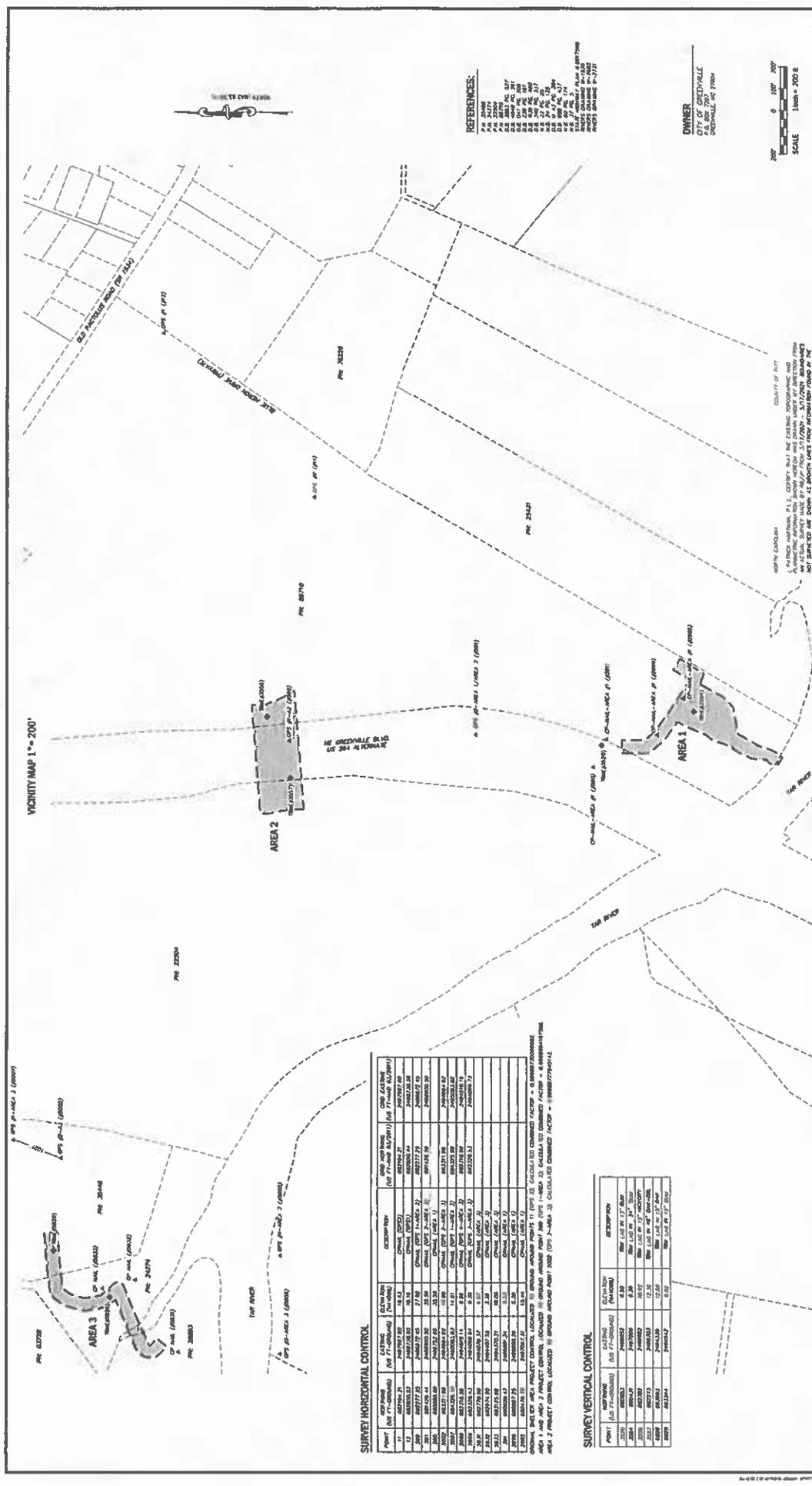
| | |
|---------------|--|
| 1994 - 2006 | Doyle Carlton, III - Ranch Foreman & Maintenance & Construction Services |
| 2007-2007 | Central Fire & Safety - Construction Services |
| 2007 -Current | JD James, Inc. d/b/a Nature Bridges |
| | 2007-2009 Carpenter |
| | 2009-2011 Crew Leader |
| | 2011-2012 Supervisoar |
| | 2012- Current Project Superintendant |

EXCELLENCE IN CONSTRUCTION AWARDS

- 2013 Superintendent for DDC Boardwalk in New York City. Associated Builders and Contractors Merit award for Specialty Construction
- 2011 Supervisor on Ivy Creek Greenway Trail: Associated Builders and Contractors Merit Award for Specialty Construction
- 2009 Supervisor for Rookery Bay National Estuarine Research Reserve: Associated Builders and Contractors Eagle Award for Specialty Contractor

1586 Seven Bridges Road, Monticello, FL 32344 P: (850) 997-8585 F: (850) 385-3493
 Email: info@JDJamesCorp.com; Web: www.JDJamesCorp.com
 Email: info@NatureBridges.com; Web: www.NatureBridges.com

289



- REFERENCES:**
- 1. P.L. 2500
 - 2. P.L. 2500
 - 3. P.L. 2500
 - 4. P.L. 2500
 - 5. P.L. 2500
 - 6. P.L. 2500
 - 7. P.L. 2500
 - 8. P.L. 2500
 - 9. P.L. 2500
 - 10. P.L. 2500
 - 11. P.L. 2500
 - 12. P.L. 2500
 - 13. P.L. 2500
 - 14. P.L. 2500
 - 15. P.L. 2500
 - 16. P.L. 2500
 - 17. P.L. 2500
 - 18. P.L. 2500
 - 19. P.L. 2500
 - 20. P.L. 2500
 - 21. P.L. 2500
 - 22. P.L. 2500
 - 23. P.L. 2500
 - 24. P.L. 2500
 - 25. P.L. 2500
 - 26. P.L. 2500
 - 27. P.L. 2500
 - 28. P.L. 2500
 - 29. P.L. 2500
 - 30. P.L. 2500
 - 31. P.L. 2500
 - 32. P.L. 2500
 - 33. P.L. 2500
 - 34. P.L. 2500
 - 35. P.L. 2500
 - 36. P.L. 2500
 - 37. P.L. 2500
 - 38. P.L. 2500
 - 39. P.L. 2500
 - 40. P.L. 2500
 - 41. P.L. 2500
 - 42. P.L. 2500
 - 43. P.L. 2500
 - 44. P.L. 2500
 - 45. P.L. 2500
 - 46. P.L. 2500
 - 47. P.L. 2500
 - 48. P.L. 2500
 - 49. P.L. 2500
 - 50. P.L. 2500
 - 51. P.L. 2500
 - 52. P.L. 2500
 - 53. P.L. 2500
 - 54. P.L. 2500
 - 55. P.L. 2500
 - 56. P.L. 2500
 - 57. P.L. 2500
 - 58. P.L. 2500
 - 59. P.L. 2500
 - 60. P.L. 2500
 - 61. P.L. 2500
 - 62. P.L. 2500
 - 63. P.L. 2500
 - 64. P.L. 2500
 - 65. P.L. 2500
 - 66. P.L. 2500
 - 67. P.L. 2500
 - 68. P.L. 2500
 - 69. P.L. 2500
 - 70. P.L. 2500
 - 71. P.L. 2500
 - 72. P.L. 2500
 - 73. P.L. 2500
 - 74. P.L. 2500
 - 75. P.L. 2500
 - 76. P.L. 2500
 - 77. P.L. 2500
 - 78. P.L. 2500
 - 79. P.L. 2500
 - 80. P.L. 2500
 - 81. P.L. 2500
 - 82. P.L. 2500
 - 83. P.L. 2500
 - 84. P.L. 2500
 - 85. P.L. 2500
 - 86. P.L. 2500
 - 87. P.L. 2500
 - 88. P.L. 2500
 - 89. P.L. 2500
 - 90. P.L. 2500
 - 91. P.L. 2500
 - 92. P.L. 2500
 - 93. P.L. 2500
 - 94. P.L. 2500
 - 95. P.L. 2500
 - 96. P.L. 2500
 - 97. P.L. 2500
 - 98. P.L. 2500
 - 99. P.L. 2500
 - 100. P.L. 2500

OWNER
CITY OF GREENVILLE
CORONELL, INC. 1700

SCALE 1" = 200'
0 100 200
SCALE 1" = 200'

Rivers
TOPOGRAPHIC SURVEY FOR
KIMLEY-HORN & CITY OF GREENVILLE
A PORTION OF THE RUTURE
WILDWOOD PARK
CITY OF GREENVILLE, SOUTH CAROLINA
DATE: 5/17/21
SCALE: 1" = 200'

NOTES:

1. ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
2. THESE MEASUREMENTS ARE BASED UPON THE ASSUMPTION THAT THE SURVEY POINTS ARE CORRECTLY LOCATED AND THAT THE SURVEY INSTRUMENTS WERE PROPERLY CALIBRATED AND USED.
3. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
4. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
5. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
6. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
7. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
8. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
9. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
10. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.

SHEET INDEX

| # | DESCRIPTION |
|---|---------------------------|
| 1 | CORONELL PARK SURVEY |
| 2 | AREA 1 TOPOGRAPHIC SURVEY |
| 3 | AREA 2 TOPOGRAPHIC SURVEY |
| 4 | AREA 3 TOPOGRAPHIC SURVEY |

SURVEY HORIZONTAL CONTROL

| POINT | DESCRIPTION | ELEVATION (FEET) | DATE | BY |
|-------|-------------|------------------|------|-----|
| 1 | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... |
| 3 | ... | ... | ... | ... |
| 4 | ... | ... | ... | ... |
| 5 | ... | ... | ... | ... |
| 6 | ... | ... | ... | ... |
| 7 | ... | ... | ... | ... |
| 8 | ... | ... | ... | ... |
| 9 | ... | ... | ... | ... |
| 10 | ... | ... | ... | ... |
| 11 | ... | ... | ... | ... |
| 12 | ... | ... | ... | ... |
| 13 | ... | ... | ... | ... |
| 14 | ... | ... | ... | ... |
| 15 | ... | ... | ... | ... |
| 16 | ... | ... | ... | ... |
| 17 | ... | ... | ... | ... |
| 18 | ... | ... | ... | ... |
| 19 | ... | ... | ... | ... |
| 20 | ... | ... | ... | ... |
| 21 | ... | ... | ... | ... |
| 22 | ... | ... | ... | ... |
| 23 | ... | ... | ... | ... |
| 24 | ... | ... | ... | ... |
| 25 | ... | ... | ... | ... |
| 26 | ... | ... | ... | ... |
| 27 | ... | ... | ... | ... |
| 28 | ... | ... | ... | ... |
| 29 | ... | ... | ... | ... |
| 30 | ... | ... | ... | ... |
| 31 | ... | ... | ... | ... |
| 32 | ... | ... | ... | ... |
| 33 | ... | ... | ... | ... |
| 34 | ... | ... | ... | ... |
| 35 | ... | ... | ... | ... |
| 36 | ... | ... | ... | ... |
| 37 | ... | ... | ... | ... |
| 38 | ... | ... | ... | ... |
| 39 | ... | ... | ... | ... |
| 40 | ... | ... | ... | ... |
| 41 | ... | ... | ... | ... |
| 42 | ... | ... | ... | ... |
| 43 | ... | ... | ... | ... |
| 44 | ... | ... | ... | ... |
| 45 | ... | ... | ... | ... |
| 46 | ... | ... | ... | ... |
| 47 | ... | ... | ... | ... |
| 48 | ... | ... | ... | ... |
| 49 | ... | ... | ... | ... |
| 50 | ... | ... | ... | ... |
| 51 | ... | ... | ... | ... |
| 52 | ... | ... | ... | ... |
| 53 | ... | ... | ... | ... |
| 54 | ... | ... | ... | ... |
| 55 | ... | ... | ... | ... |
| 56 | ... | ... | ... | ... |
| 57 | ... | ... | ... | ... |
| 58 | ... | ... | ... | ... |
| 59 | ... | ... | ... | ... |
| 60 | ... | ... | ... | ... |
| 61 | ... | ... | ... | ... |
| 62 | ... | ... | ... | ... |
| 63 | ... | ... | ... | ... |
| 64 | ... | ... | ... | ... |
| 65 | ... | ... | ... | ... |
| 66 | ... | ... | ... | ... |
| 67 | ... | ... | ... | ... |
| 68 | ... | ... | ... | ... |
| 69 | ... | ... | ... | ... |
| 70 | ... | ... | ... | ... |
| 71 | ... | ... | ... | ... |
| 72 | ... | ... | ... | ... |
| 73 | ... | ... | ... | ... |
| 74 | ... | ... | ... | ... |
| 75 | ... | ... | ... | ... |
| 76 | ... | ... | ... | ... |
| 77 | ... | ... | ... | ... |
| 78 | ... | ... | ... | ... |
| 79 | ... | ... | ... | ... |
| 80 | ... | ... | ... | ... |
| 81 | ... | ... | ... | ... |
| 82 | ... | ... | ... | ... |
| 83 | ... | ... | ... | ... |
| 84 | ... | ... | ... | ... |
| 85 | ... | ... | ... | ... |
| 86 | ... | ... | ... | ... |
| 87 | ... | ... | ... | ... |
| 88 | ... | ... | ... | ... |
| 89 | ... | ... | ... | ... |
| 90 | ... | ... | ... | ... |
| 91 | ... | ... | ... | ... |
| 92 | ... | ... | ... | ... |
| 93 | ... | ... | ... | ... |
| 94 | ... | ... | ... | ... |
| 95 | ... | ... | ... | ... |
| 96 | ... | ... | ... | ... |
| 97 | ... | ... | ... | ... |
| 98 | ... | ... | ... | ... |
| 99 | ... | ... | ... | ... |
| 100 | ... | ... | ... | ... |

SURVEY VERTICAL CONTROL

| POINT | DESCRIPTION | ELEVATION (FEET) | DATE | BY |
|-------|-------------|------------------|------|-----|
| 1 | ... | ... | ... | ... |
| 2 | ... | ... | ... | ... |
| 3 | ... | ... | ... | ... |
| 4 | ... | ... | ... | ... |
| 5 | ... | ... | ... | ... |
| 6 | ... | ... | ... | ... |
| 7 | ... | ... | ... | ... |
| 8 | ... | ... | ... | ... |
| 9 | ... | ... | ... | ... |
| 10 | ... | ... | ... | ... |
| 11 | ... | ... | ... | ... |
| 12 | ... | ... | ... | ... |
| 13 | ... | ... | ... | ... |
| 14 | ... | ... | ... | ... |
| 15 | ... | ... | ... | ... |
| 16 | ... | ... | ... | ... |
| 17 | ... | ... | ... | ... |
| 18 | ... | ... | ... | ... |
| 19 | ... | ... | ... | ... |
| 20 | ... | ... | ... | ... |
| 21 | ... | ... | ... | ... |
| 22 | ... | ... | ... | ... |
| 23 | ... | ... | ... | ... |
| 24 | ... | ... | ... | ... |
| 25 | ... | ... | ... | ... |
| 26 | ... | ... | ... | ... |
| 27 | ... | ... | ... | ... |
| 28 | ... | ... | ... | ... |
| 29 | ... | ... | ... | ... |
| 30 | ... | ... | ... | ... |
| 31 | ... | ... | ... | ... |
| 32 | ... | ... | ... | ... |
| 33 | ... | ... | ... | ... |
| 34 | ... | ... | ... | ... |
| 35 | ... | ... | ... | ... |
| 36 | ... | ... | ... | ... |
| 37 | ... | ... | ... | ... |
| 38 | ... | ... | ... | ... |
| 39 | ... | ... | ... | ... |
| 40 | ... | ... | ... | ... |
| 41 | ... | ... | ... | ... |
| 42 | ... | ... | ... | ... |
| 43 | ... | ... | ... | ... |
| 44 | ... | ... | ... | ... |
| 45 | ... | ... | ... | ... |
| 46 | ... | ... | ... | ... |
| 47 | ... | ... | ... | ... |
| 48 | ... | ... | ... | ... |
| 49 | ... | ... | ... | ... |
| 50 | ... | ... | ... | ... |
| 51 | ... | ... | ... | ... |
| 52 | ... | ... | ... | ... |
| 53 | ... | ... | ... | ... |
| 54 | ... | ... | ... | ... |
| 55 | ... | ... | ... | ... |
| 56 | ... | ... | ... | ... |
| 57 | ... | ... | ... | ... |
| 58 | ... | ... | ... | ... |
| 59 | ... | ... | ... | ... |
| 60 | ... | ... | ... | ... |
| 61 | ... | ... | ... | ... |
| 62 | ... | ... | ... | ... |
| 63 | ... | ... | ... | ... |
| 64 | ... | ... | ... | ... |
| 65 | ... | ... | ... | ... |
| 66 | ... | ... | ... | ... |
| 67 | ... | ... | ... | ... |
| 68 | ... | ... | ... | ... |
| 69 | ... | ... | ... | ... |
| 70 | ... | ... | ... | ... |
| 71 | ... | ... | ... | ... |
| 72 | ... | ... | ... | ... |
| 73 | ... | ... | ... | ... |
| 74 | ... | ... | ... | ... |
| 75 | ... | ... | ... | ... |
| 76 | ... | ... | ... | ... |
| 77 | ... | ... | ... | ... |
| 78 | ... | ... | ... | ... |
| 79 | ... | ... | ... | ... |
| 80 | ... | ... | ... | ... |
| 81 | ... | ... | ... | ... |
| 82 | ... | ... | ... | ... |
| 83 | ... | ... | ... | ... |
| 84 | ... | ... | ... | ... |
| 85 | ... | ... | ... | ... |
| 86 | ... | ... | ... | ... |
| 87 | ... | ... | ... | ... |
| 88 | ... | ... | ... | ... |
| 89 | ... | ... | ... | ... |
| 90 | ... | ... | ... | ... |
| 91 | ... | ... | ... | ... |
| 92 | ... | ... | ... | ... |
| 93 | ... | ... | ... | ... |
| 94 | ... | ... | ... | ... |
| 95 | ... | ... | ... | ... |
| 96 | ... | ... | ... | ... |
| 97 | ... | ... | ... | ... |
| 98 | ... | ... | ... | ... |
| 99 | ... | ... | ... | ... |
| 100 | ... | ... | ... | ... |

NOTES:

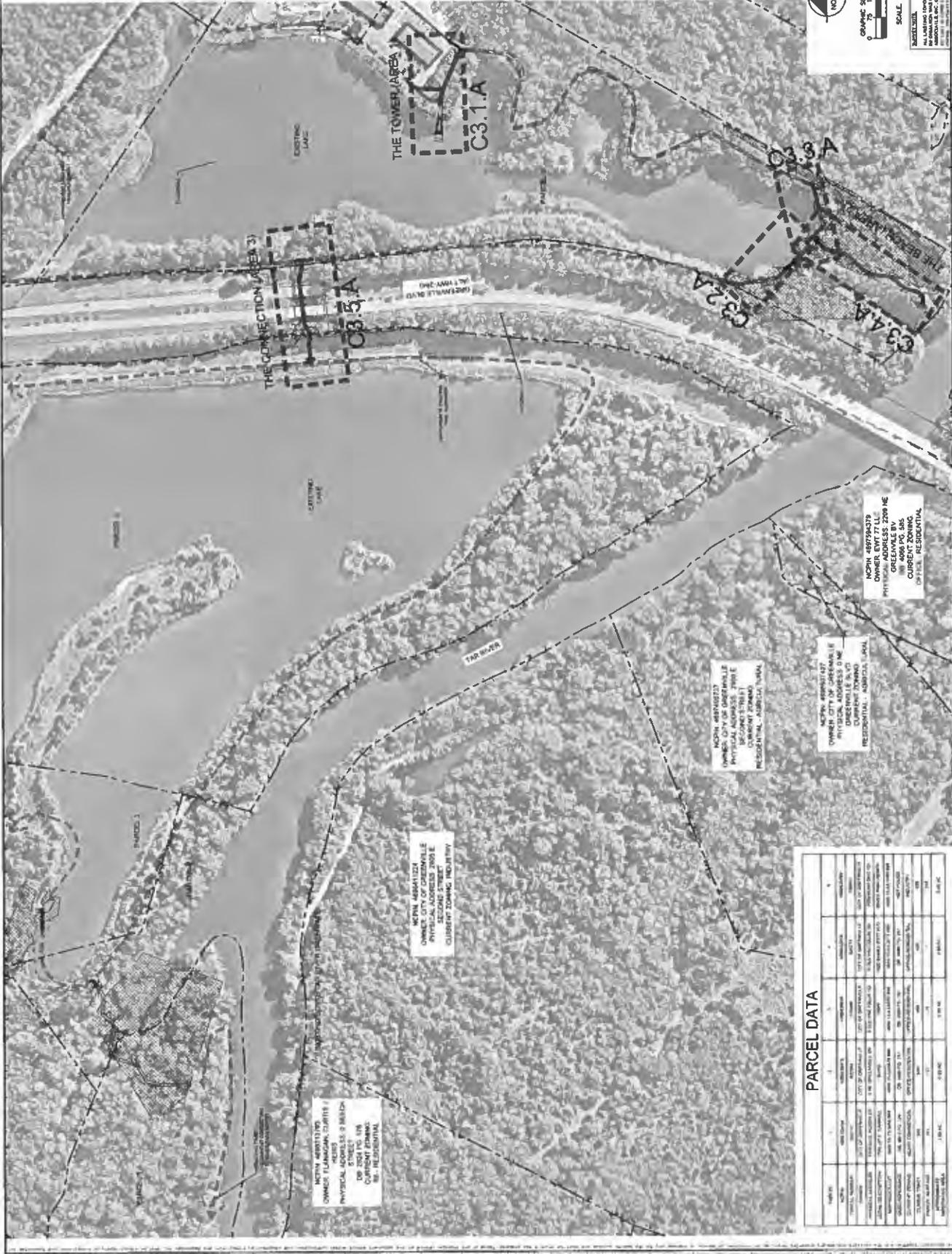
1. ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
2. THESE MEASUREMENTS ARE BASED UPON THE ASSUMPTION THAT THE SURVEY POINTS ARE CORRECTLY LOCATED AND THAT THE SURVEY INSTRUMENTS WERE PROPERLY CALIBRATED AND USED.
3. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
4. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
5. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
6. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
7. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
8. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
9. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.
10. THE SURVEY POINTS ARE LOCATED AS SHOWN ON THIS PLAN AND ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY OTHER SURVEY.

OVERALL SITE PLAN

Kimley-Horn
INCORPORATED
477 PERFORMANCE SQUARE SUITE 300A GREENVILLE, SC 29601
PHONE: 864-377-3666 FAX: 864-877-2000
WWW.KH-CORP.COM



| NO. | REVISIONS | DATE | BY |
|-----|--------------------|------|----|
| 1 | ISSUED FOR BIDDING | | |



NOTICE: APPROXIMATE
OWNER: BVT 77 LL
GREENVILLE, SC
CURRENT ZONING:
OFFICE, RESIDENTIAL

NOTICE: APPROXIMATE
OWNER: CITY OF GREENVILLE
GREENVILLE, SC
CURRENT ZONING:
RESIDENTIAL - SUBSISTANT SINGLE

NOTICE: APPROXIMATE
OWNER: CITY OF GREENVILLE
GREENVILLE, SC
CURRENT ZONING:
RESIDENTIAL - SINGLE

NOTICE: APPROXIMATE
OWNER: CITY OF GREENVILLE
GREENVILLE, SC
CURRENT ZONING:
INDUSTRY

NOTICE: APPROXIMATE
OWNER: FLORIAN/AM...
GREENVILLE, SC
CURRENT ZONING:
RESIDENTIAL

PARCEL DATA

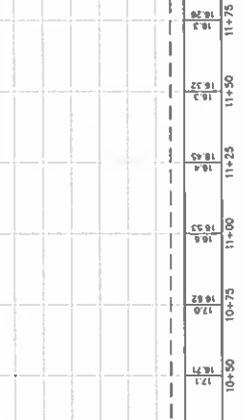
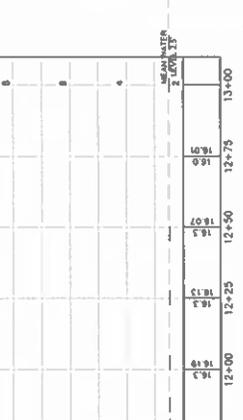
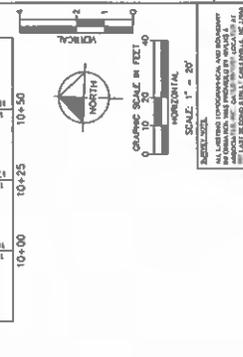
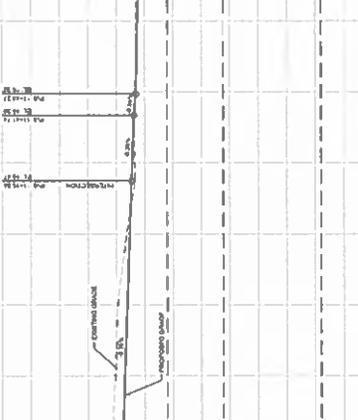
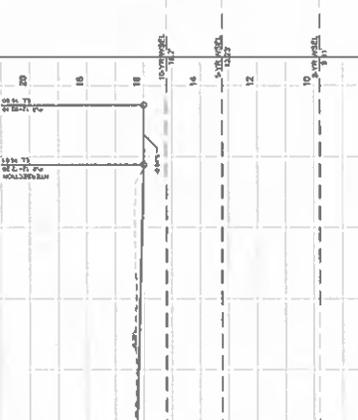
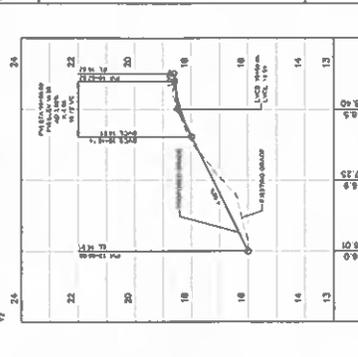
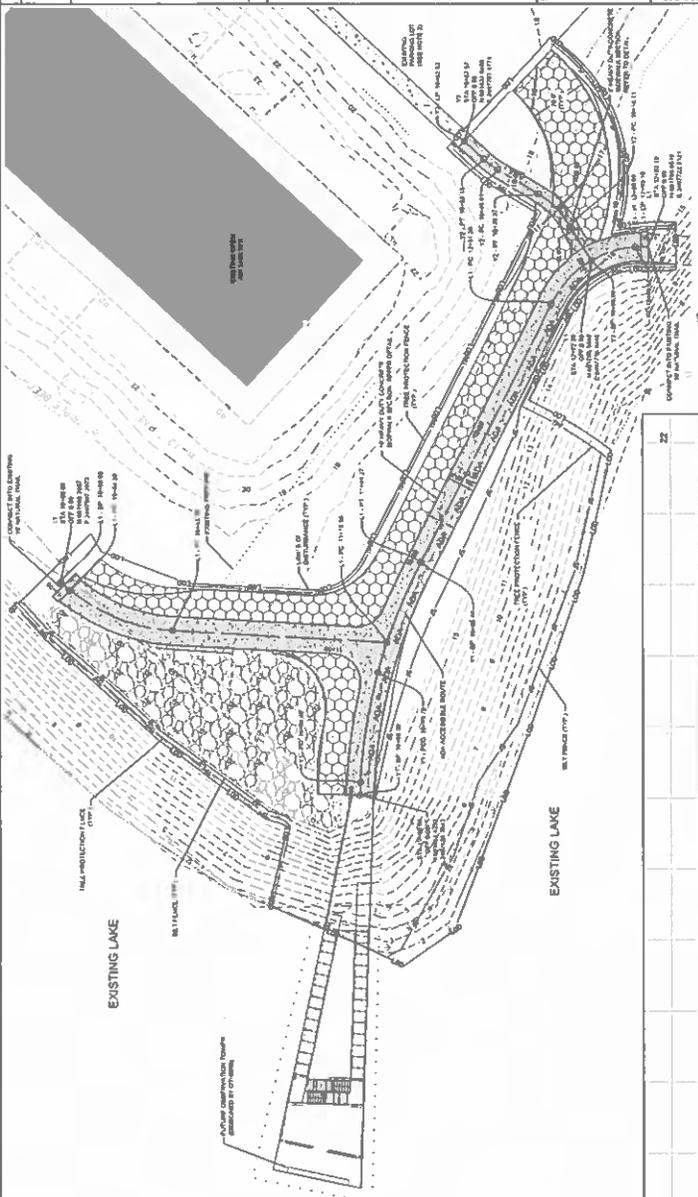
| PARCEL ID | AREA (SQ FT) | PERCENTAGE | OWNER | ADDRESS | ZONING |
|-----------|--------------|------------|--------------------|--------------|--------|
| C3.1.A | 10,000 | 10% | City of Greenville | 1000 Main St | Office |
| C3.2.A | 15,000 | 15% | City of Greenville | 1500 Main St | Office |
| C3.3.A | 20,000 | 20% | City of Greenville | 2000 Main St | Office |
| C3.4.A | 25,000 | 25% | City of Greenville | 2500 Main St | Office |
| C3.5.A | 30,000 | 30% | City of Greenville | 3000 Main St | Office |



SITE LEGEND

| | |
|--|--------------------------------|
| | EXISTING CONTOUR |
| | WATER TABLE LINE |
| | UTILITY LINE |
| | ADA |
| | ADA ACCESSIBLE ROUTE |
| | ADA ACCESSIBLE ROUTE WITH CURB |
| | PRE-FABRICATED BRIDGE |
| | SIDEWALK |
| | CONCRETE SIDEWALK |
| | CONCRETE SIDEWALK WITH CURB |
| | SIDEWALK WITH CURB AND GUTTER |

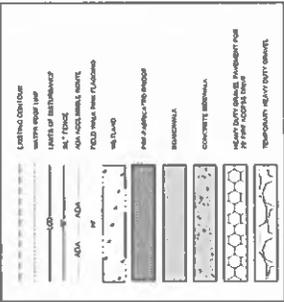
- CONSTRUCTION NOTES:**
1. THE FOLLOWING PHASE 1 CONSTRUCTION NOTES ARE PREPARED AS A REFERENCE TO A SCHEDULE OF CONSTRUCTION DETAILS.
 2. SHOWN ARE PROPOSED IMPROVEMENTS TO EXISTING AND NEW CONSTRUCTION. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 6. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 8. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 9. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 10. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GREENVILLE'S STANDARD SPECIFICATIONS FOR CONSTRUCTION.



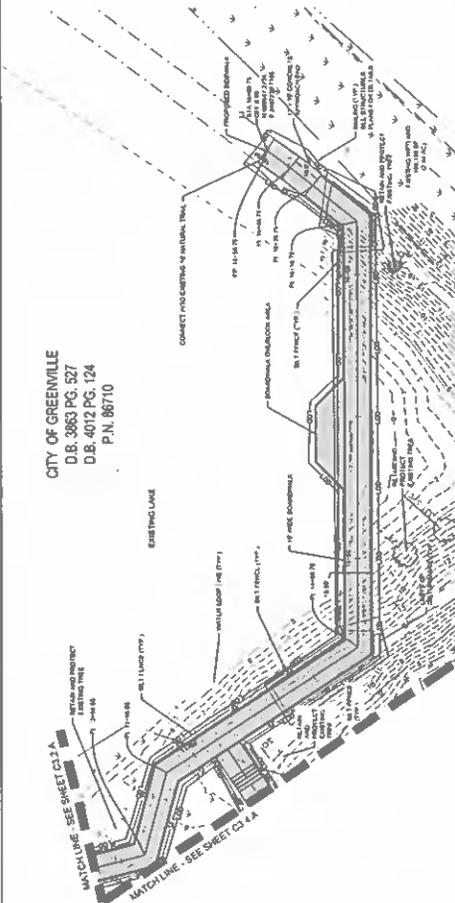


Know what's below.
Call before you dig.

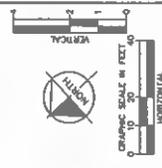
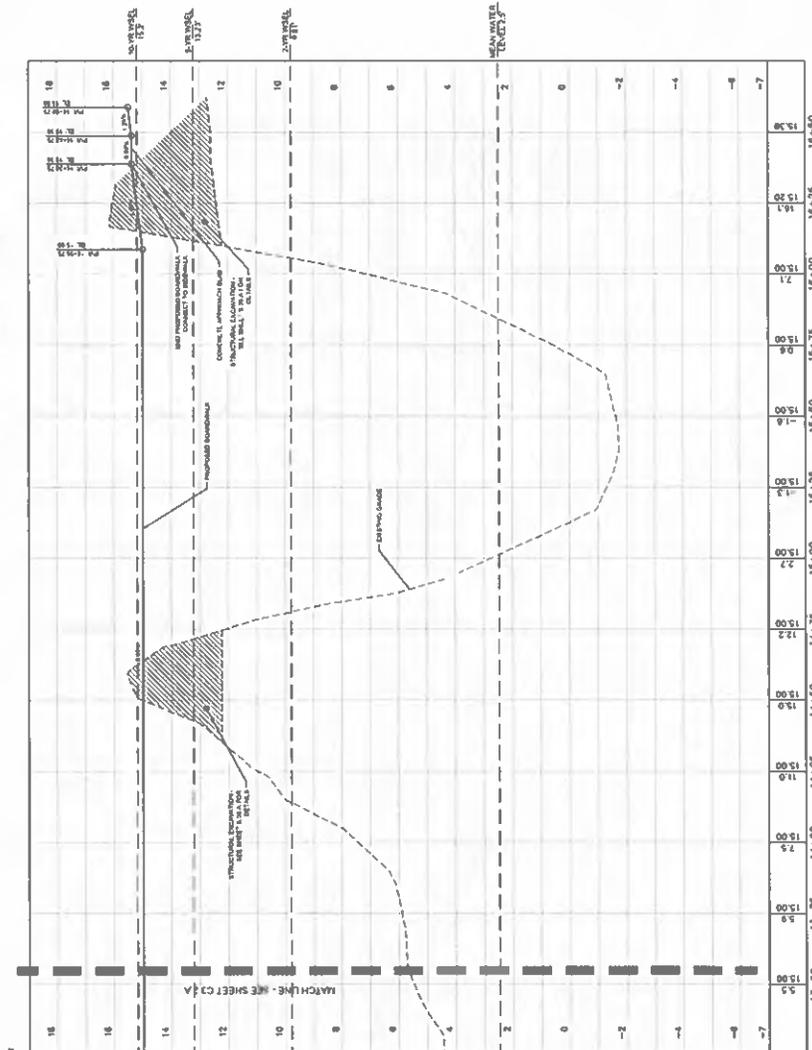
SITE LEGEND



- CONCRETE CONSTRUCTION**
1. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 2. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 3. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 4. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 5. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 6. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 7. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 8. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 9. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).
 10. ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CONCRETE INSTITUTE (CCI).



CITY OF GREENVILLE
D.B. 3863 PG. 527
D.B. 4012 PG. 124
P.N. 86710



SCALE: 1" = 20'
HORIZONTAL
VERTICAL

Kimley»Horn
4121 PATTERSON STREET, SUITE 600, ALLENDALE, MO 64804
PHONE: 816-817-2000 FAX: 816-817-7000
WWW.KH.COM



PLAN AND PROFILE - THE BEACH (AREA 2)
KHA PROJECT 012654010
DATE 08/02/2022
SCALE AS SHOWN
DESIGNED BY JKH
CHECKED BY ASB

TOWER AND TRAILS - BID PACKAGE A
CITY OF GREENVILLE
GREENVILLE
SHEET NUMBER **C3.3.A**



Know what's below. Call before you dig.

GENERAL NOTES

SPECIFICATION

- 1. CURRENT EDITIONS OF THE ASHTO LIVED GUIDE SPECIFICATIONS FOR PEDESTRIAN BRIDGES, NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BICYCLE FACILITIES, PLANNING AND DESIGN GUIDELINES, NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN MANUAL, SPECIFICATIONS FOR ROADS AND STRUCTURES, ASHTO LIVED BRIDGE DESIGN SPECIFICATIONS, AND THE INCORPORATED PROJECT SPECIAL PROVISIONS.
2. FOR CONCRETE SAFETY, SEE SPECIAL PROVISIONS.
3. FOR PREFABRICATED PEDESTRIAN BRIDGE, SEE SPECIAL PROVISIONS.
4. FOR TIMBER BOARDWALK, SEE SPECIAL PROVISIONS.
5. FOR STRUCTURAL, STANDARD NOTES REFER TO SHEET S.I.G.A.

MATERIAL AND WORKMANSHIP

- 1. PROVIDE ALL MATERIALS AND WORKMANSHIP IN ACCORDANCE WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES, 2018 EDITION, UNLESS OTHERWISE SPECIFIED ON THE PLANS OR IN THE SPECIAL PROVISIONS.

DESIGN DATA

- 1. UNIFORM PEDESTRIAN LIVE LOAD.....80 PSF
2. VEHICULAR LIVE LOAD.....AASHTO H-5
3. WIND LOAD.....PER AASHTO
4. WATER LOAD.....PER AASHTO
5. STREAM VELOCITIES:
A. "THE REACH" STRUCTURES: 4.00 FEET/SEC
6. TEMPERATURE LOAD.....PER AASHTO

WATER ELEVATIONS

- 1. THE WATER ELEVATIONS SHOWN IN THE PLANS ARE FOR INFORMATION ONLY AND THE ACTUAL WATER ELEVATION DURING CONSTRUCTION MAY VARY DEPENDING ON WEATHER CONDITIONS AND SEASONAL FLUCTUATIONS.
2. THE GROUND WATER ELEVATIONS, AS DETERMINED DURING GEOTECHNICAL BORINGS, ARE AS FOLLOWS:
A. "THE REACH" TIMBER BOARDWALK
I. BR-01: 5.1 FEET
II. BR-02: 5.1 FEET
III. BR-03: 5.8 FEET
IV. BR-04: 10.6 FEET
V. BR-05: 10.6 FEET
VI. BR-06: 6.9 FEET
B. "THE REACH" PREFABRICATED PEDESTRIAN BRIDGE
I. BR-01: 6.9 FEET
3. ADDITIONAL PAYMENT FOR DEWATERING WILL NOT BE ALLOWED. CONTRACTOR SHALL INCLUDE COST IN INCIDENTAL ITEMS.

CAST-IN-PLACE CONCRETE

- 1. SUBSTRUCTURE CONCRETE TO BE CLASS "A" (CAST-IN-PLACE) F'C = 3000 PSI EXCEPT AS NOTED OTHERWISE.
2. BRIDGE DECKS, CLASS "A" (CAST-IN-PLACE) F'C = 4000 PSI FOR BRIDGE DECKS SHALL BE IN ACCORDANCE WITH SECTION 1000 OF THE STANDARD SPECIFICATIONS FOR CONCRETE WHICH SHALL FOLLOW THE PROVISIONS OF SECTION 1000 OF THE STANDARD SPECIFICATIONS.
3. CONCRETE SHALL BE ASTM A638 GRADE 60 UNLESS NOTED OTHERWISE.
4. REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 UNLESS NOTED OTHERWISE.
5. CHAMFER ALL EXPOSED EDGES 1/4" UNLESS OTHERWISE NOTED.
SEE SECTION 1070 OF THE STANDARD SPECIFICATIONS.

STRUCTURAL TIMBER AND LUMBER

- 1. STRUCTURAL TIMBER, BEARING MEMBERS AND PEDESTRIAN RAIL COMPONENTS SHALL BE PRESURE TREATED SOUTHERN PINE SURFACE DRY (SPS) WITH A MOISTURE CONTENT OF 19% OR LESS, MEETING THE REQUIREMENTS OF SECTION 1005 OF THE STANDARD SPECIFICATIONS, UNLESS NOTED OTHERWISE.
2. ALL TIMBER PILES SHALL BE SOUTHERN PINE CONFORMING TO ASTM D25. WHPM PILES ARE CUT OFF AT TOP OF PILE CAP, MINIMUM BUTT DIAMETER SHALL BE 8".
3. TIMBER AND LUMBER SHALL BE TREATED WITH WATERBORNE PRESERVATIVES ICA OR ACQ IN ACCORDANCE WITH AMPA STANDARD J1, COMMUNITY SPECIFICATION TO THE REQUIREMENTS OF THE FOLLOWING USE CATEGORIES:
A. PRESS-URSC
B. BACKWALLS, WINDOW WALLS, CAP BEAMS, AND STRINGERS: UC4H
C. DECKING, PEDESTRIAN WALKING COMPONENTS, ALL OTHER LUMBER: UC3A
4. EACH DECKING MEMBER SHALL BE INSTALLED GRAB SIDE UP TO PREVENT CURPING.
5. MAXIMUM SPACING BETWEEN DECKING MEMBERS SHALL BE 4".
6. ALL VERTICAL MEMBERS SHALL BE PILING.
7. ALL SAW CUTS, BOLT HOLES, AND OTHER HOLES SHALL BE TREATED WITH APPROPRIATE PRESERVATION SOLUTION PRIOR TO INSTALLING BOLTS.
8. MANUFACTURER RECOMMENDATIONS, WITH ALL FASTER HOLES FULLY POPULATED.
9. ALL CONNECTORS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
10. ALL FASTENERS, CONNECTIONS AND JOINTS SHALL BE HOT-DIP GALVANIZED AND CONFORM TO ASTM F1554, UNLESS NOTED OTHERWISE.
11. ALL WELDED CONNECTIONS SHALL INCLUDE ANCHORIZED ORSEE WASHERS INSTALLED BETWEEN THE WOOD AND THE BOLT HEAD AND BETWEEN THE WOOD AND THE NUT.
12. ATTACH BOLTING TO JOIST USING TWO (2) 1/2" x 5" HOT DIP GALVANIZED WOOD SCREWS, (4) 1/2" x 3/4" x 1/2" HOT-DIP GALVANIZED WOOD SCREWS, AS REQUIRED TO AVOID SPLITTING.
13. ATTACH FLOOR DECKING TO EACH JOIST USING TWO (2) 1/2" x 5" HOT-DIP GALVANIZED WOOD SCREWS, CONFORMING TO ASTM A153, AT EACH JOIST. PREDRILL AS REQUIRED TO AVOID SPLITTING.
14. ATTACH SIDE RAIL TO POST USING TWO (2) 1/2" x 5" HOT-DIP GALVANIZED WOOD SCREWS, CONFORMING TO ASTM A153, AT EACH POST. PREDRILL AS REQUIRED TO AVOID SPLITTING.
15. ALL LONGITUDINAL RAILING MEMBERS SHALL SPAN A MINIMUM OF TWO RAIL POST SPACINGS.

PREFABRICATED STEEL PEDESTRIAN BRIDGE SUPERSTRUCTURE

- 1. PREFABRICATED STEEL PEDESTRIAN BRIDGE SUPERSTRUCTURE, ANCHOR BOLTS, AND BEARING PADS SHALL BE DESIGNED BY THE CONTRACTOR'S ENGINEER BASED UPON THE SUPERSTRUCTURE DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NORTH CAROLINA. PLANS AND CALCULATIONS SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR REVIEW AND APPROVAL. THE PREFABRICATED STEEL PEDESTRIAN BRIDGE SUPERSTRUCTURE FABRICATION SHALL NOT BEGIN UNTIL ALL APPROVALS HAVE BEEN RECEIVED.
2. THE BRIDGE CLEAR PATH WIDTH SHALL BE 10'-0" AND SHALL BE MEASURED BETWEEN THE INSIDE FACES OF SAFETY AND RUB RAILING ELEMENTS.
3. SAFETY RAILING SYSTEM SHALL BE A MINIMUM OF 4'-6" ABOVE THE TOP OF BRIDGE DECK.
4. ALL STRUCTURAL STEEL FOR PREFABRICATED STEEL PEDESTRIAN BRIDGE SHALL BE WEATHERING STEEL AND SHALL CONFORM TO AASHTO M270. SPECIAL PROVISIONS AND PREFABRICATED STEEL PEDESTRIAN BRIDGE SPECIAL PROVISIONS:
A. ALL STRUCTURAL STEEL CHANNELS AND ANGLES SHALL CONFORM TO ASTM A588.
B. ALL OTHER STEEL PLATES, SHAPES AND BARS SHALL CONFORM TO ASTM A588.
C. ALL STRUCTURAL WELDS SHALL BE REINFORCED STEEL AND CONFORM TO ASTM F1554.
D. ALL STRUCTURAL STEEL WELDS SHALL CONFORM TO THE LATEST PROVISIONS OF THE STRUCTURAL WELDING CODE, AWS D15. ALL WELDERS SHALL BE QUALIFIED IN ACCORDANCE WITH THE ABOVE AWS CODE.
5. SPLICES, IF REQUIRED FOR THE PREFABRICATED STEEL PEDESTRIAN BRIDGE SUPERSTRUCTURE, SHALL BE CLEARLY NOTED ON THE SHOP DRAWINGS AND NECESSARY CALCULATIONS PROVIDED.
6. WEEP HOLES SHALL BE PROVIDED FOR DRAINAGE OF BRIDGE TURBU-LAR MEMBERS. BRIDGE DECK SHALL BE CAST-IN-PLACE CONCRETE.

PEDESTRIAN BRIDGE SUBSTRUCTURE

- 1. THE SUBSTRUCTURE DESIGN WAS BASED UPON THE INFORMATION AVAILABLE FROM THE PREFABRICATED PEDESTRIAN BRIDGE MANUFACTURERS. THE DESIGN OF THE BRIDGE SHOULD PROVIDE THE RELATIONS WHICH ARE SET FORTH BELOW FROM THE MANUFACTURER'S DESIGN MANUAL. VERTICAL REACTIONS SHOWN ARE PER BASE PLATE (4 PER BRIDGE). LATERAL AND LONGITUDINAL REACTIONS SHOWN ARE PER BENT (2 PER BRIDGE).
60' BRIDGE:
A. VERTICAL LOADS:
DEAD LOAD.....11,000 LBS
UNIFORM LIVE LOAD.....13,000 LBS
WIND UPLIFT.....5,000 LBS
WIND DOWN.....5,000 LBS
BIUVANCY.....12,640 LBS
B. LATERAL LOADS:
WIND UPLIFT.....3,400 LBS
WIND DOWN.....3,400 LBS
C. LONGITUDINAL LOADS:
WIND UPLIFT.....3,400 LBS
WIND DOWN.....3,400 LBS
TEMPERATURE.....3,200 LBS
2. CONSTRUCTION OF THE PEDESTRIAN BRIDGE END BENTS AND BENTS SHALL NOT BEGIN UNTIL ALL APPROVALS FOR PREFABRICATED PEDESTRIAN BRIDGE SUPERSTRUCTURE HAVE BEEN RECEIVED.
3. PEDESTRIAN BRIDGE END BENT AND BENT DETAILS SHALL BE COORDINATED WITH THE PREFABRICATED PEDESTRIAN BRIDGE MANUFACTURER. NOTIFY ENGINEER OF ANY CHANGES TO THE MANUFACTURER'S DRAWINGS AND BENT DETAILS PRIOR TO CONSTRUCTION. APPROVALS ARE APPROVED AND ALL CONFLICTS RESOLVED.
4. REINFORCEMENT IN CAP MAY BE SHIFTED TO CLEAR ANCHOR BOLTS.
5. THE TOP SURFACE OF END BENTS AND BENTS CAPS, EXCEPT AT BRIDGE SEATS, SHALL BE SLOPED TRANSVERSELY AT A MINIMUM RATE OF 1%.
6. END BENTS AND BENTS SHALL BE PLACED AFTER BRIDGE HAS BEEN ERRECTED. TOP OF BACKWALL SHALL FOLLOW BRIDGE DECK GRADE.
7. THE END BENTS AND BENTS SHALL BE CURVED IN ACCORDANCE WITH NEOTI STANDARD SPECIFICATIONS.

APPROACH RAILINGS

- 1. APPROACH RAILINGS SHALL BE PROVIDED AT EACH CORNER OF THE BRIDGE AS SHOWN ON THE PLANS, AND PER PREFABRICATED STEEL PEDESTRIAN BRIDGE SPECIAL PROVISIONS.
2. SPECIAL NOTE: CONTRACTOR SHALL USE EXTENSIVE CARE AND TAKE ANY MEASURES NECESSARY TO INSURE THAT NO DEBRIS IS DROPPED INTO THE WATERWAY. ANY DEBRIS WHICH IS ALLOWED TO DROP ON THE BANKS BELOW THE BRIDGE SHALL NOT BE ALLOWED TO OBLI THE STREAM AND SHALL BE REMOVED AND DISPOSED OF AT THE UNIT PRICE AND FOR OTHER ITEMS.
3. THE BRIDGE CLEAR PATH WIDTH SHALL BE 10'-0" AND SHALL BE MEASURED BETWEEN THE INSIDE FACES OF SAFETY AND RUB RAILING ELEMENTS.
4. SAFETY RAILING SYSTEM SHALL BE A MINIMUM OF 4'-6" ABOVE THE TOP OF BRIDGE DECK.
5. SEE FRP COMPOSITE BRIDGE AND BOARDWALK ALTERNATIVE SPECIAL PROVISIONS.

PREFABRICATED FRP PEDESTRIAN BRIDGE SUPERSTRUCTURE

- 1. PREFABRICATED FRP PEDESTRIAN BRIDGE SUPERSTRUCTURE, ANCHOR BOLTS, AND BEARING PADS SHALL BE DESIGNED BY THE CONTRACTOR'S ENGINEER BASED UPON THE SPECIFIED DESIGN CRITERIA. THE PREFABRICATED FRP PEDESTRIAN BRIDGE SUPERSTRUCTURE SHALL BE LICENSED IN THE STATE OF NORTH CAROLINA. PLANS AND CALCULATIONS SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR REVIEW AND APPROVAL. THE PREFABRICATED FRP PEDESTRIAN BRIDGE SUPERSTRUCTURE FABRICATION SHALL NOT BEGIN UNTIL ALL APPROVALS HAVE BEEN RECEIVED.
2. THE BRIDGE CLEAR PATH WIDTH SHALL BE 10'-0" AND SHALL BE MEASURED BETWEEN THE INSIDE FACES OF SAFETY AND RUB RAILING ELEMENTS.
3. SAFETY RAILING SYSTEM SHALL BE A MINIMUM OF 4'-6" ABOVE THE TOP OF BRIDGE DECK.
4. SEE FRP COMPOSITE BRIDGE AND BOARDWALK ALTERNATIVE SPECIAL PROVISIONS.

FRP BOARDWALK ALTERNATIVE

- 1. FRP BOARDWALK ALTERNATIVE SHALL BE DESIGNED BY THE CONTRACTOR'S ENGINEER BASED UPON THE SPECIFIED DESIGN CRITERIA. THE FRP BOARDWALK ALTERNATIVE SHALL BE LICENSED IN THE STATE OF NORTH CAROLINA. PLANS AND CALCULATIONS SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR REVIEW AND APPROVAL. THE PREFABRICATED FRP BOARDWALK ALTERNATIVE FABRICATION SHALL NOT BEGIN UNTIL ALL APPROVALS HAVE BEEN RECEIVED.
2. FRP BOARDWALK ALTERNATIVE SHALL MAINTAIN GEOMETRY CONSTRAINTS SHOWN IN THE PLANS FOR THE BOARDWALK.
3. TIMBER DECKING AND RAILING SHALL BE MAINTAINED AS DETAILED IN THE PLANS FOR THE BOARDWALK.
4. SEE FRP COMPOSITE BRIDGE AND BOARDWALK ALTERNATIVE SPECIAL PROVISIONS.

Kimley-Horn logo and contact information: 421 PATTERSON STREET, SUITE 300, RALEIGH, NC 27601. PHONE: 919-877-2000. FAX: 919-877-2000. WWW.KIMLEY-HORN.COM



Table with project details: RFA PROJECT NO: 012654010, DATE: 09/27/2022, SCALE: AS SHOWN, DRAWN BY: JAC, CHECKED BY: JAC.

BRIDGE GENERAL NOTES

PROJECT INFORMATION: WILWOOD PARK - TOWER AND TRAIL - PACKAGE A, CITY OF GREENVILLE, GREENVILLE, NC. SHEET NUMBER: S.01.A

V.03.A
SHEET NUMBER

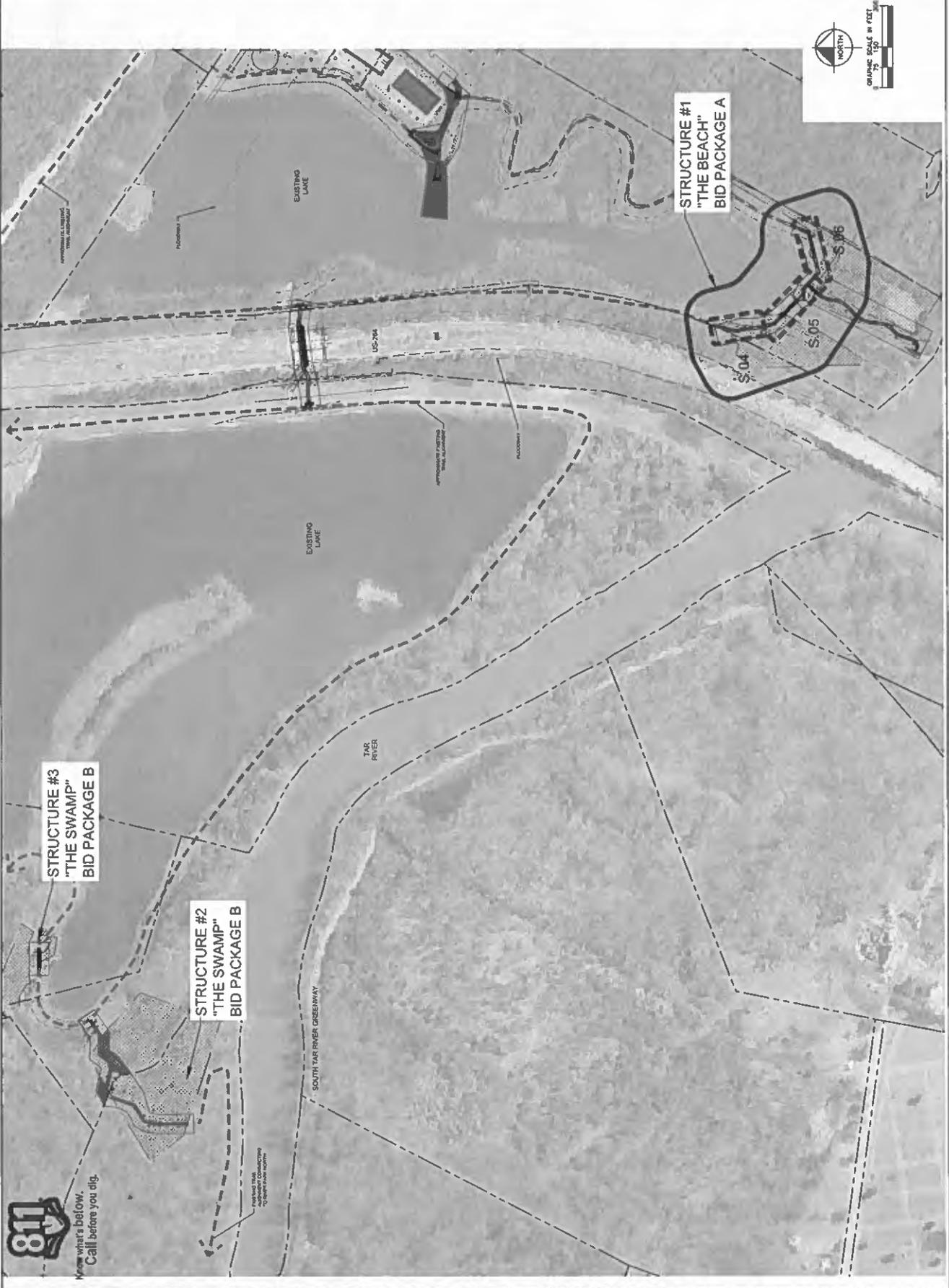
WILWOOD PARK -
TOWER AND TRAILS
PACKAGE A
PREPARED FOR
CITY OF GREENVILLE
GREENVILLE

STRUCTURE LOCATIONS

KIMLEY-HORN
121 FAYETTEVILLE STREET, SUITE 600, RALPHOKE, NC 28109
PHONE: 818-977-2000 FAX: 818-977-2000
WWW.KH.COM



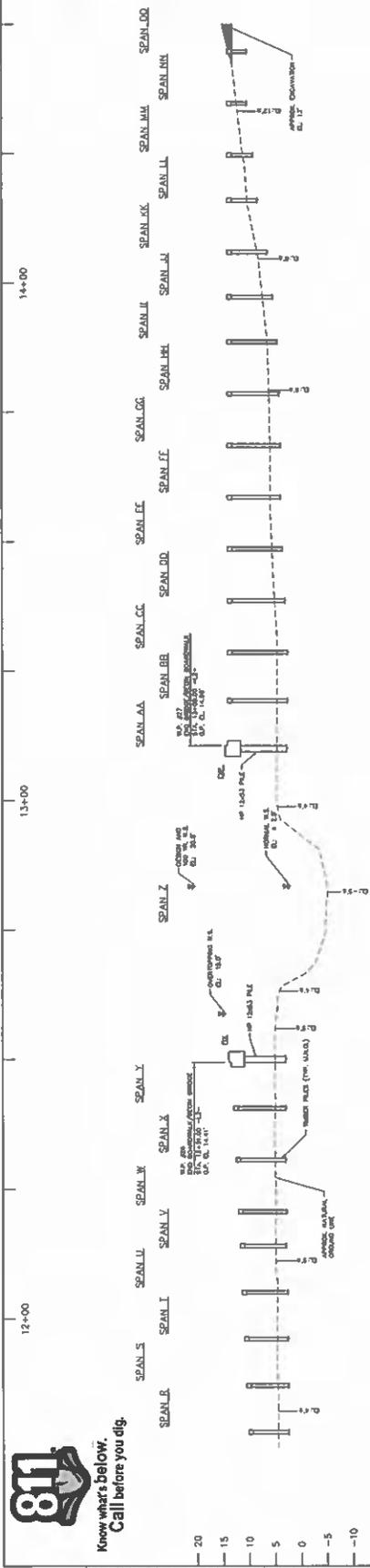
| NO. | REVISIONS | DATE | BY |
|-----|----------------|----------|-----|
| 1 | ISSUED FOR BID | 08/02/22 | ASA |



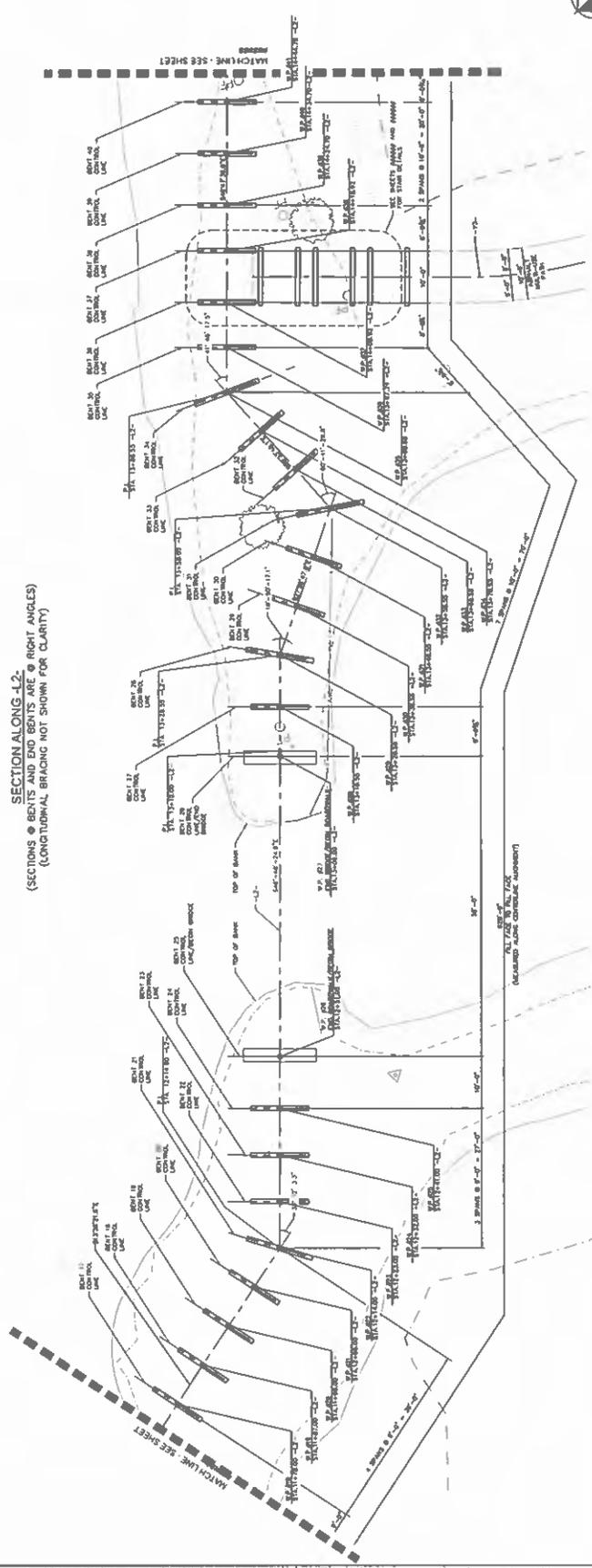
The information on this drawing was prepared by Kimley-Horn and Associates, Inc. based on field notes, photographs, and other information provided to the firm by the City of Greenville. It is the responsibility of the City of Greenville to verify the accuracy of the information provided to the firm. The information on this drawing is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc.



Know what's below.
Call before you dig.



SECTION ALONG L-2
(SECTIONS @ BENTS AND END BENTS ARE @ RIGHT ANGLES)
(LONGITUDINAL BRACING NOT SHOWN FOR CLARITY)



PLAN
(PILES NOT SHOWN IN PLAN VIEW)

-L2- VERTICAL CURVE DATA
PVI STA. 12+50.00 L2 PVI STA. 13+00.00
ELEV. 14.00 ELEV. 15.00
V.C. 100' V.C. 100'

(1:18,500)X A (1:11,000)X A (1:8,000)X



REVISIONS
DATE BY

| | |
|------|------------|
| NO. | 1 |
| DATE | 08/03/2022 |
| BY | AS |

DESIGN FOR DO
REVISED BY

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
421 PATENTVILLE STREET, SUITE 600, RALEIGH, NC 27604
PHONE: 919-877-2000 FAX: 919-877-7000
WWW.KIMLEY-HORN.COM
0102



KHA PROJECT
06/02/2022
SCALE AS SHOWN
CHECKED BY BJK
DRAWN BY JF

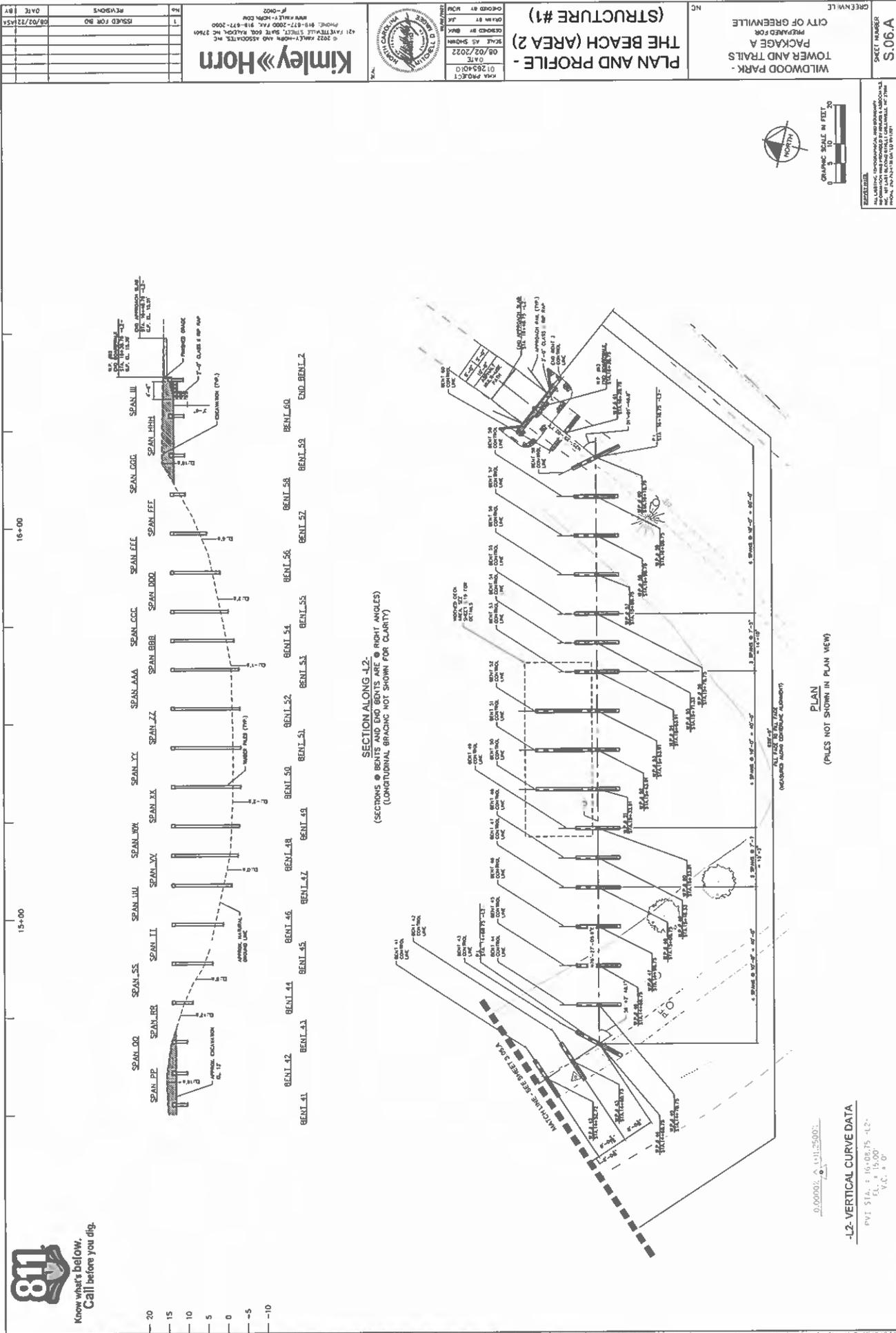
PLAN AND PROFILE -
THE BEACH (AREA 2)
(STRUCTURE #1)

WILDWOOD PARK -
TOWER AND TRAILS
PACKAGE A
CITY OF GREENVILLE

SHEET NUMBER
S.05A



Know what's below.
Call before you dig.

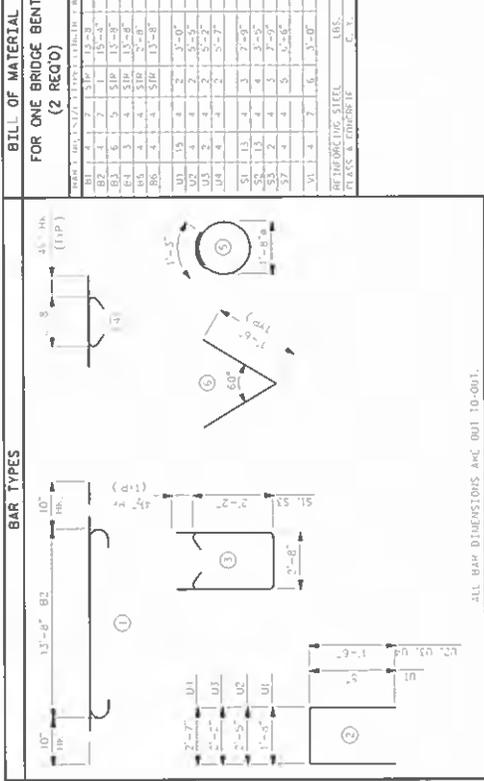




Know what's below.
Call before you dig.

NOTES

- 1. REFER TO PROJECT SPECIFICATIONS FOR BRIDGE AND PRECAST CONCRETE BOARDWALK DETAILS (SIZES, DIMENSIONS) FOR ANCHOR BOLT PLACEMENT AND DETAILS, AND FOR DIMENSIONS NOT SHOWN FOR FLOORING VERIFICATION OF THE PRECAST-CAST-IN BRIDGE ENGINEER.
- CONTRACTOR MUST UPDATE DIMENSIONS BASED ON ACTUAL INFORMATION PROVIDED BY THE PRECASTMAN BRIDGE FABRICATOR.
- ADHESIVE ANCHOR SYSTEM SHALL HAVE A MINIMUM PULLOUT CAPACITY OF 10,000 LBS PER ANCHOR.
- ADHESIVE ANCHOR SYSTEM SHALL BE CHOSEN FROM THOSE OF THE NEGOTIATED APPROVED PRODUCTS LIST.
- FOR SETTING TIMBER BOARDWALK ANCHOR BOLTS, THE CONTRACTOR SHALL USE AN ADHESIVE BONDING SYSTEM. SEE ADHESIVELY ANCHORED BOLTS IN TIMBER BOARDWALK DETAIL. APPROVED PRODUCTS LIST.
- FOR SETTING TIMBER BOARDWALK ANCHOR BOLTS, THE CONTRACTOR SHALL USE AN ADHESIVE BONDING SYSTEM. SEE ADHESIVELY ANCHORED BOLTS IN TIMBER BOARDWALK DETAIL. APPROVED PRODUCTS LIST.
- FOR SETTING TIMBER BOARDWALK ANCHOR BOLTS, THE CONTRACTOR SHALL USE AN ADHESIVE BONDING SYSTEM. SEE ADHESIVELY ANCHORED BOLTS IN TIMBER BOARDWALK DETAIL. APPROVED PRODUCTS LIST.



ALL BAR DIMENSIONS ARE OUT TO-CENT.

BILL OF MATERIAL FOR ONE BRIDGE BENT (2 REQ'D)

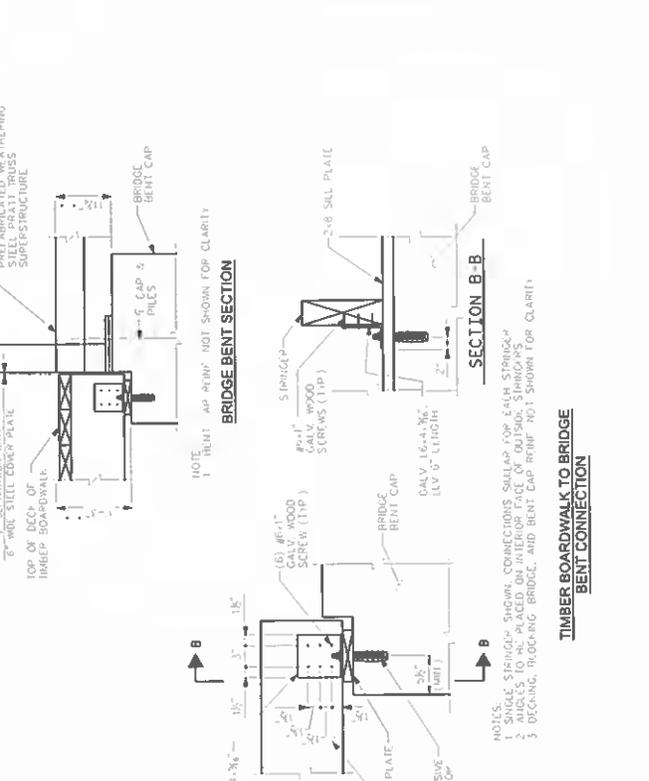
| ITEM | QTY | DESCRIPTION | UNITS | QTY | UNIT PRICE | TOTAL PRICE |
|------|-----|-----------------------|-------|-----|------------|-------------|
| B1 | 1 | 1" X 12" X 1/2" PLATE | LB | 112 | | |
| B2 | 1 | 3" X 12" X 1/2" PLATE | LB | 129 | | |
| B3 | 1 | 5" X 12" X 1/2" PLATE | LB | 89 | | |
| B4 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| B5 | 1 | 5" X 12" X 1/2" PLATE | LB | 89 | | |
| B6 | 1 | 5" X 12" X 1/2" PLATE | LB | 89 | | |
| U1 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U2 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U3 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U4 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U5 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U6 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U7 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U8 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U9 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U10 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U11 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U12 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U13 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U14 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U15 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U16 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U17 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U18 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U19 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U20 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U21 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U22 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U23 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U24 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U25 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U26 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U27 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U28 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U29 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U30 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U31 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U32 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U33 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U34 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U35 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U36 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U37 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U38 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U39 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U40 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U41 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U42 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U43 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U44 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U45 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U46 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U47 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U48 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U49 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U50 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U51 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U52 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U53 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U54 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U55 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U56 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U57 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U58 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U59 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U60 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U61 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U62 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U63 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U64 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U65 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U66 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U67 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U68 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U69 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U70 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U71 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U72 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U73 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U74 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U75 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U76 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U77 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U78 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U79 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U80 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U81 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U82 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U83 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U84 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U85 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U86 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U87 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U88 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U89 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U90 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U91 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U92 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U93 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U94 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U95 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U96 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U97 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U98 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U99 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |
| U100 | 1 | 3" X 12" X 1/2" PLATE | LB | 89 | | |

Kimley-Horn
 421 FAYETTEVILLE STREET, SUITE 400, RALEIGH, NC 27601
 PHONE: 919-877-2000 FAX: 919-877-2000
 WWW.KIMLEY-HORN.COM
 PROJECT NO. 2022-001



Kimley-Horn
 421 FAYETTEVILLE STREET, SUITE 400, RALEIGH, NC 27601
 PHONE: 919-877-2000 FAX: 919-877-2000
 WWW.KIMLEY-HORN.COM
 PROJECT NO. 2022-001

WILWOOD PARK - TOWER AND TRAILS PACKAGE A
 PREPARED FOR
 CITY OF GREENVILLE
 GREENVILLE
 SHEET NUMBER
 S.801.A

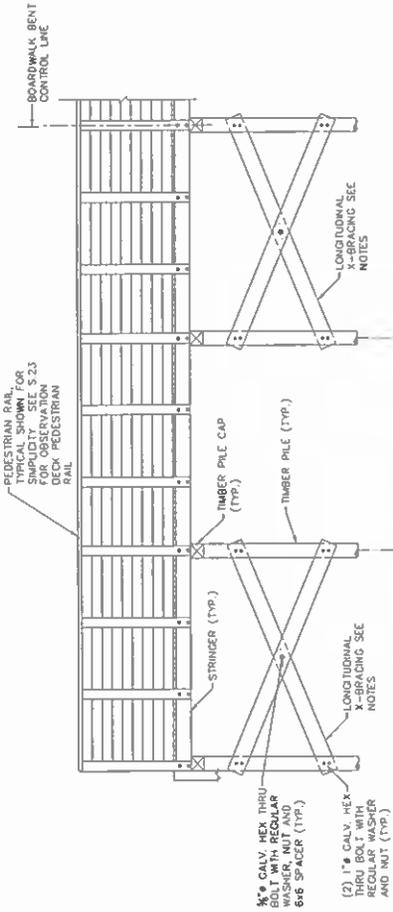


313



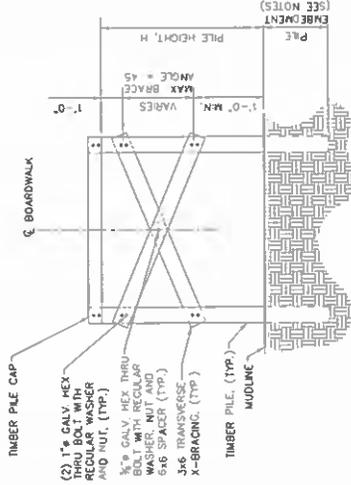
Know what's below.
Call before you dig.

| ALIGNMENT | BENT NO. | PIL TYPE | FOUNDATION AND BRACING REQUIREMENTS | | | ESTIMATED PILE LENGTH (PER PILE), FT. | LATERAL BRACING (DETAIL B) | LONGITUDINAL BRACING (DETAIL A) |
|------------------|----------------|----------------|-------------------------------------|-----------------|--------------------|---------------------------------------|----------------------------|---------------------------------|
| | | | NO. PILES PER SUBSTRUCTURE UNIT | FOUNDATION TYPE | NO. PILES PER PILE | | | |
| -12- (THE BEACH) | END BENT 1 | 8" DIA. TIMBER | 1 | 1 | 35 | NO | NO | |
| | 1-5 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | |
| | 6 | 8" DIA. TIMBER | 2 | 2 | 45 | NO | NO | |
| | 7 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | |
| | 8 | 8" DIA. TIMBER | 2 | 2 | 45 | NO | NO | |
| | 9-11 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | |
| | 12-14 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | NO | |
| | 15 | 8" DIA. TIMBER | 2 | 2 | 45 | YES | NO | |
| | 16-20 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | |
| | 21 | 8" DIA. TIMBER | 2 | 2 | 45 | NO | NO | |
| | 22-24 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | NO | |
| | 25-26 | 8" DIA. TIMBER | 2 | 2 | 35 | NO | NO | |
| | 27 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | NO | |
| | 28 | 8" DIA. TIMBER | 2 | 2 | 45 | YES | YES | |
| | 29 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | YES | |
| | 30 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | NO | |
| | 31 | 8" DIA. TIMBER | 2 | 2 | 45 | YES | NO | |
| | 32-33 | 8" DIA. TIMBER | 2 | 2 | 45 | YES | NO | |
| | 34 | 8" DIA. TIMBER | 2 | 2 | 45 | NO | NO | |
| | 35-42 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | |
| | 43 | 8" DIA. TIMBER | 2 | 2 | 45 | NO | NO | |
| | 44 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | NO | |
| | 45 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | YES | |
| | 46-48 | 8" DIA. TIMBER | 2 | 2 | 50 | YES | YES | |
| | 49 | 8" DIA. TIMBER | 2 | 2 | 50 | YES | YES | |
| | 50-52 | 8" DIA. TIMBER | 2 | 2 | 50 | YES | YES | |
| | 53 | 8" DIA. TIMBER | 2 | 2 | 55 | YES | YES | |
| 54 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | YES | | |
| 55 | 8" DIA. TIMBER | 2 | 2 | 40 | YES | YES | | |
| 56 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | | |
| 57 | 8" DIA. TIMBER | 2 | 2 | 35 | NO | NO | | |
| END BENT 2 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | | |
| 9-1 | 8" DIA. TIMBER | 2 | 2 | 40 | NO | NO | | |



NOTES:
1. PROVIDE LONGITUDINAL 3x6 X-BRACING ON EACH SIDE OF BOARDWALK WHEN DICTATED IN "FOUNDATION AND BRACING REQUIREMENT" TABLE.

DETAIL A - LONGITUDINAL BRACING



DETAIL B - LATERAL BRACING

NOTES:
1. SEE GEOTECHNICAL REPORT FOR FOUNDATION TYPE INFORMATION AND MINIMUM PILE EMBEDMENT.
2. PROVIDE MIN. CLEARANCE OF 7x BOLT DIAMETER FROM BOLT TO END OF BRACING.
3. WHERE BRACES ARE REQUIRED, BRACE ANGLE TO BE MAXIMIZED UP TO 45°.

WILWOOD PARK - TOWER AND TRAILS PACKAGE A
CITY OF GREENVILLE
SHEET NUMBER S.12.A

TIMBER BOARDWALK BRACING AND PILE DETAILS

Kimley-Horn & Associates, Inc.
8122 MAINTENANCE ROAD
GREENVILLE, SC 29615
PHONE: 818-877-2000 FAX: 818-877-2000



| NO. | ISSUED FOR NO. | REVISIONS | DATE | BY |
|-----|----------------|-----------|----------|----|
| 1 | | | 06/22/23 | AS |

| NO. | DATE | DESCRIPTION |
|-----|------------|-------------|
| 01 | 06/22/2022 | DATE |
| 02 | 06/22/2022 | DATE |
| 03 | 06/22/2022 | DATE |
| 04 | 06/22/2022 | DATE |
| 05 | 06/22/2022 | DATE |
| 06 | 06/22/2022 | DATE |
| 07 | 06/22/2022 | DATE |
| 08 | 06/22/2022 | DATE |
| 09 | 06/22/2022 | DATE |
| 10 | 06/22/2022 | DATE |



Know what's below.
Call before you dig.

NOTES

STRINGER TO CAP BEAM CLIP SHALL BE:
 1. STAPSON STRONG TIE L1512
 2. OR APPROVED EQUAL

CAP BEAM TO PILING STRAP SHALL BE:
 1. STAPSON STRONG TIE L1512
 2. OR APPROVED EQUAL

CONNECT CANTILEVER STRINGERS WITH (3) 200 NAILS AT 12" O.C. AFTER EXTERIOR STRINGER PRIOR TO SISTERING. USE 3/4" LAG SCREWS, PROVIDED 2" EDGE DISTANCE FOR LAG SCREWS AND BOTTOM OF STRINGERS MAY BE SPACED AS NECESSARY WITHOUT EXCEEDING 6'-0" SPAN OF 1.6K.

Kimley-Horn

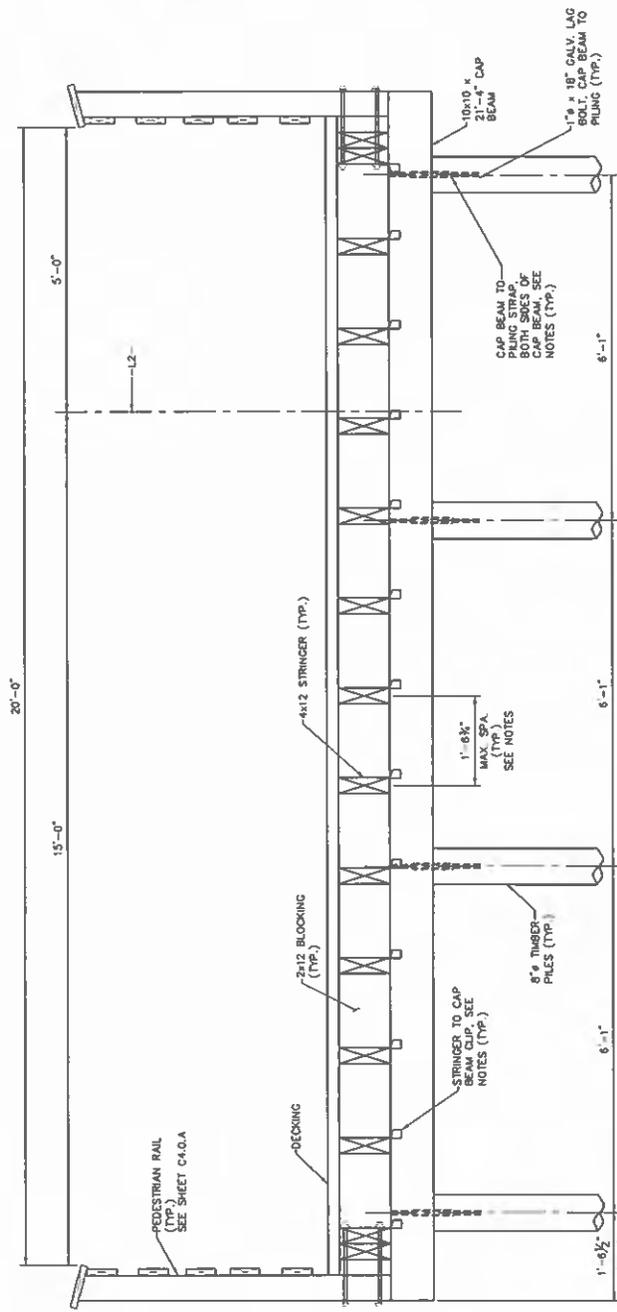
6022 MARKET STREET, SUITE 200, RALEIGH, NC 27601
 WWW.KIMLEY-HORN.COM
 PHONE: 919-877-2000 FAX: 919-877-2000



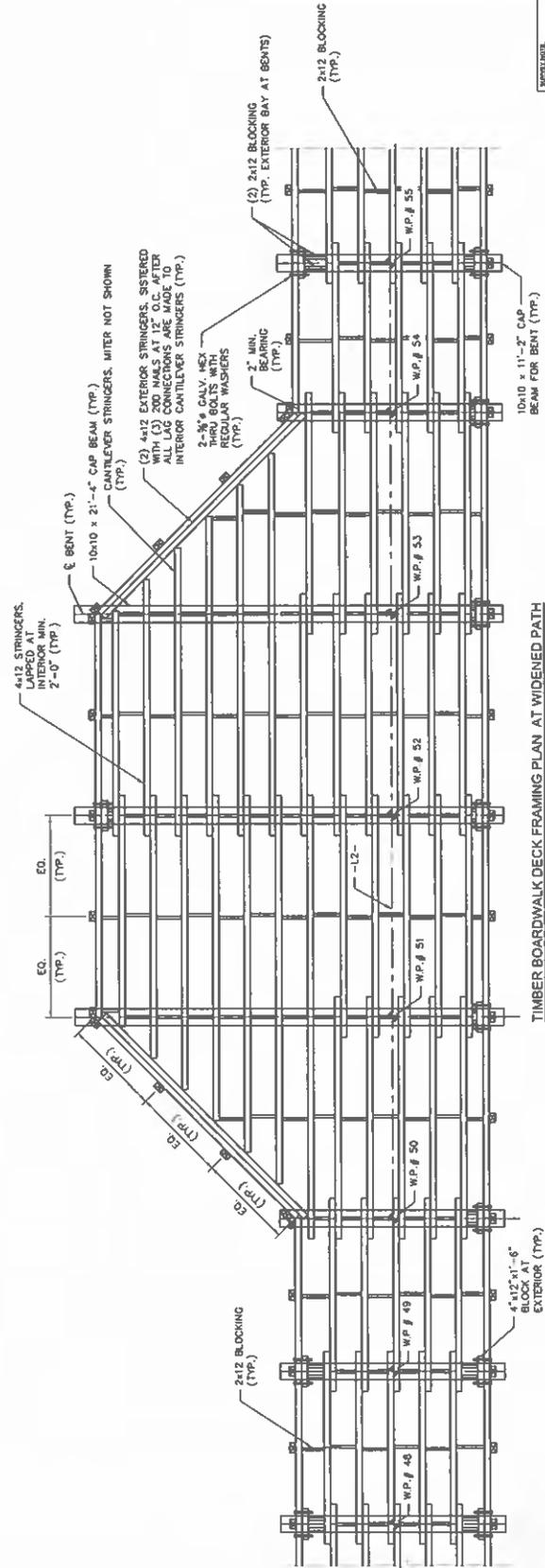
WIDENED DECK DETAILS

WILWOOD PARK -
 TOWER AND TRAILS
 PACKAGE A
 PREPARED FOR
 CITY OF GREENVILLE

SHEET NUMBER
S.13.A



TIMBER BOARDWALK BENT ELEVATION AT WIDENED PATH



TIMBER BOARDWALK DECK FRAMING PLAN AT WIDENED PATH
 (PILES AND DECKING NOT SHOWN FOR CLARITY)

REVISIONS

DATE BY REVISIONS

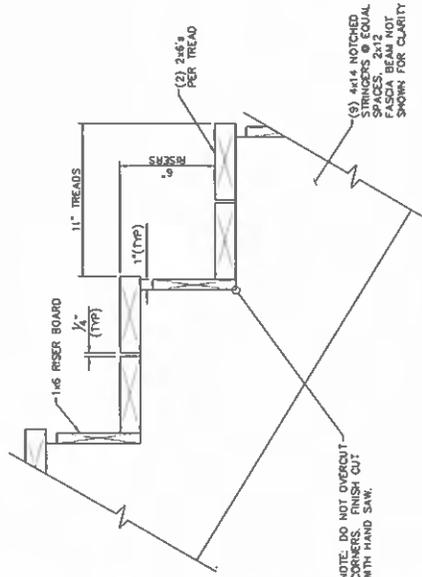
DATE: 08/22/2022
 SCALE: AS SHOWN
 DRAWN BY: JMK
 CHECKED BY: MDR
 KHA PROJECT: 11255410
 GREENVILLE



Know what's below.
Call before you dig.

NOTES

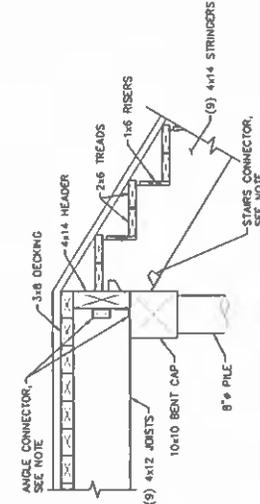
STAIR GEOMETRY AND DETAILS SHOWN ARE CONCEPTUAL.
CONTRACTOR TO SUBMIT GEOMETRY AND DETAILS FOR
APPROVAL.



NOTE: DO NOT OVERCUT
CORNERS. FINISH OUT
WITH HAND SAW.

(9) 4x14 NOTCHED
STRINGERS @ EQUAL
SPACES. 2x6 FASCIA
BEAM NOT
SHOWN FOR CLARITY

TYPICAL RISER DETAIL

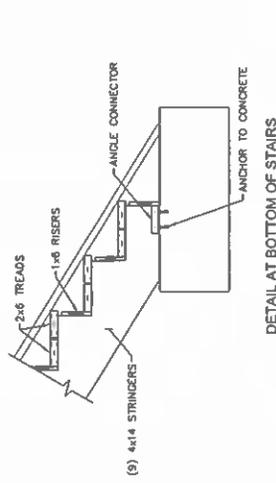


STAIRS AT TOP OF LANDING DETAIL
2x12 FASCIA BEAMS NOT SHOWN FOR CLARITY

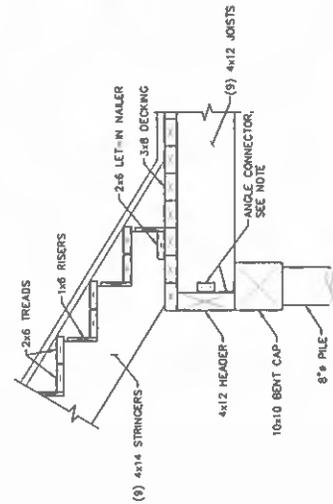
CONNECTOR NOTE:
CUP CONNECTOR SHALL BE:
1. SIMPSON STRONG TIE L1S12
2. OR APPROVED EQUAL

ANGLE CONNECTOR SHALL BE:
1. SIMPSON STRONG TIE HCA10
2. USP CUSSET ANGLE HCA10
3. OR APPROVED EQUAL

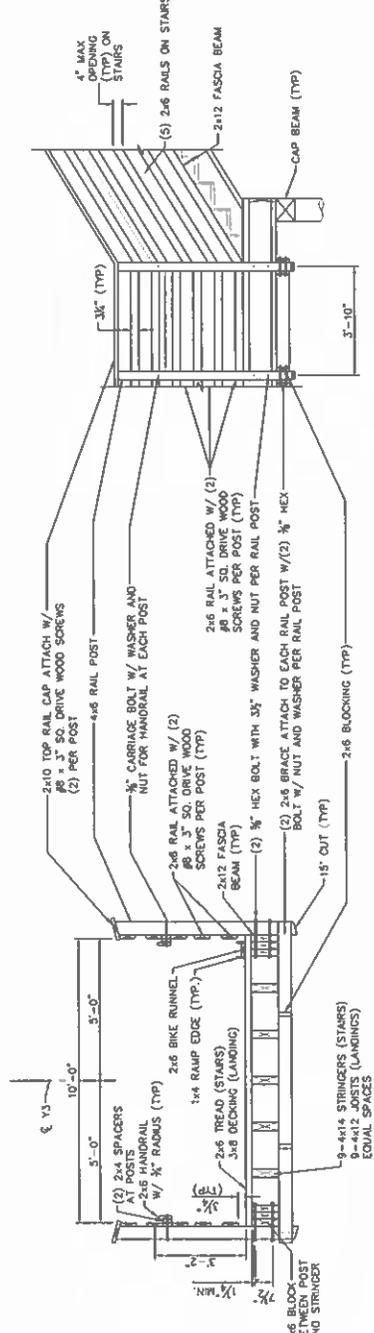
STAIRS CONNECTOR SHALL BE:
1. SIMPSON STRONG TIE L3SK410Z
2. OR APPROVED EQUAL



DETAIL AT BOTTOM OF STAIRS

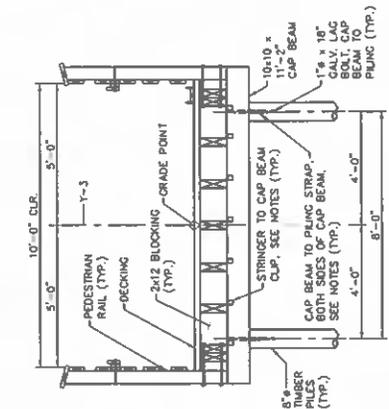


STAIRS AT BOTTOM OF LANDING DETAIL
2x12 FASCIA BEAMS NOT SHOWN FOR CLARITY



TYPICAL SECTION THROUGH STAIRS
NOTE: SECTION CUT AT NOSE OF STAIR (R/F-3.0)

PARTIAL STAIRS ELEVATION



TIMBER STAIR BENT ELEVATION

STAIR DETAILS

WILWOOD PARK -
PACKAGE A
PREPARED FOR
CITY OF GREENVILLE

SHEET NUMBER
V.15.A

Kimley-Horn
6302 KIMLEY-HORN AND ASSOCIATES, INC.
171 FAYETTEVILLE STREET, SUITE 600, ALBANY, NC 27619
PHONE: 919-817-2000 FAX: 919-817-7060
WWW.KIMLEY-HORN.COM
P: 0102



DATE: 08/02/2022
SCALE: AS SHOWN
DRAWN BY: JMK
CHECKED BY: MCM

| NO. | REVISIONS | DATE | BY |
|-----|--------------------|----------|----|
| 1 | ISSUED FOR BIDDING | 08/02/22 | AS |

November 17, 2022

Wildwood Park Bridges and Boardwalks

Project Scope and Contract Amendment

Prepared by City of Greenville Recreation and Parks based on project negotiations with TA Loving Company

Scope and Project Changes as agreed upon by the City of Greenville and TA Loving Company:

1. Area 1 (The Tower) is excluded from this scope of work and contract.
2. The City of Greenville is responsible for disposal of vegetation once removed from the area of construction to a mutually agreeable location at Wildwood Park by TA Loving.
3. The City of Greenville will be responsible for placing trail closure signs during construction.
4. Changes to the boardwalk and bridge construction include:
 - Use 3x12 strings instead of 4x12
 - Use 2x8 decking instead of 3x8
 - Use 4x6 handrail posts instead of 6x6
 - Use 3x12 wingwalls and abutment walls instead of 4x12

Total Contract Amount for Work: Not-To-Exceed \$3,535,852.25

City of Greenville

By: _____

P.J. Connelly, Mayor

TA Loving

By: _____

Printed Name _____

Printed Title _____



City of Greenville, North Carolina

Meeting Date: 12/05/2022

Title of Item: Ordinance to Amend Part II, Title 10, Chapter 2 of the City of Greenville Code of Ordinances and Resolution Authorizing the City Manager and/or the City Manager's Designee to Execute Leases of One Year or Less

Explanation: On June 27, 2022, City Council approved the 2023 Uptown Parking Plan. At the December 5, 2022 City Council meeting, staff will present the attached ordinance to update the City Code in accordance with the parking changes which go into effect on January 1, 2023.

The following is a summary of the amended changes:

- Uptown area parking permit added to reflect Reserved and Unreserved permits
- The daily enforcement hours amended from 9 a.m. - 6 p.m. to 7 a.m. - 7 p.m.
- Two hour parking repealed and replaced with paid parking. Per the amended ordinance, the following will be enforced:
 - On-Street Parking: Maximum 3 hour
 - Surface Lot Parking: Unlimited hours parking
- E-Tag permits repealed and replaced with permitted parking as follows:
 - Reserved / Unreserved parking permit for Uptown residents
 - Employee / Employer permit for individuals working in the Uptown district
- Appeals Board was created to allow for the appeal of issued citations
- Prohibition on the use of vehicle covers added to the ordinance

A resolution is also included to authorize the City Manager and/or the City Manager's designee to execute leases of one year or less.

Fiscal Note: No direct cost

Recommendation: Approve the ordinance amending the City Code to incorporate changes resulting from adoption of the 2023 Uptown Parking Plan and the resolution authorizing the City Manager and/or designee to execute leases of one year or less.

ATTACHMENTS

-  [COG-#1173940-v7-ORDINANCE_22-0XX--
An_Ordinance_to_Revise_Portions_of_Part_II__Title_10__Chapter_2_of_City_Code.pdf](#)
-  [COG-#1159848-v4-
Resolution_Authorizing_City_Manager_to_Approve_and_Execute_Leases_of_One_Year_or_Less](#)

ORDINANCE NO. 22-_____

AN ORDINANCE TO MAKE REVISIONS TO PART II, TITLE 10, CHAPTER 2 OF THE
CODE OF ORDINANCES, CITY OF GREENVILLE

WHEREAS, the City Council of the City of Greenville desires to revise certain provisions of Part II, Title 10, Chapter 2 of the Code of Ordinances, City of Greenville to conform to applicable North Carolina law, including but not limited to Chapter 20 and Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the certain revisions to the Code of Ordinances, City of Greenville regarding Part II, Title 10, Chapter 2 of the Code of Ordinances, City of Greenville are necessary to adequately ensure uniform compliance with applicable law and address the interests of public safety and welfare;

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

SECTION 1. That Part II, Title 10, Chapter 2, Article A, Section 1 of the Code of Ordinances, City of Greenville is amended to include the following words and phrases:

Controlled access parking area. A parking area designated by the City Manager or designee, which, during specified times, is subject to restricted or permitted parking, and is controlled by one of more opening and closing gates or parking arms at each entrance and exit point activated by gate card, parking meter, access code, remote control, off-site monitoring, or any other electronic or mechanical devices or means, or persons, including City employees, guards, or other attendants.

Electric vehicle. A vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off grid source, that is stored on board for motive purpose.

Electric vehicle charging station. Equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device on an electric vehicle.

Lessee. A person who has a possessory interest in a parking space leased to the person by the City.

No parking area. An area specifically marked, striped, or designated by sign or other means prohibiting parking.

Off-street parking. Lots, parking lots, garages, parking garages, or any other locations or facilities owned or leased by the City and designated for use by the public as parking facilities.

Off-street parking area. Any lot, parking lot, garage, parking garage, or any other location or facility owned or leased by the City and designated for use by the public as a parking facility.

On-street parking. The parking of vehicles on the public streets, alleys, and bridges within the City.

On-street parking area. A public street, alley, or bridge within the City that is designated for use by the public for on-street parking.

Overtime parking. The period of time wherein a parked vehicle is exceeding the legal parking time or otherwise parked beyond the period of legal parking time.

Parking meter. Any mobile, cellular, software, or computer-based parking platform or mechanical device, station, or meter installed, placed, erected, or used by authority of the City for the control and regulation of time-limited parking and, depending on the design, activated in whole or in part by in-person, cellular or mobile telephone, computer, or other electronic means and by the payment of coins, tokens, cash, credit cards, debit cards, or other payment method approved by the City.

Parking meter space. A parking space within a parking meter zone which is regulated by a parking meter, is duly designated for the parking of a single vehicle, and is identified as a parking meter space on, adjacent to, or near the space by one or more of the following: signage, painted lines, curb markings, or parking surface painting.

Parking meter area. An on-street or off-street parking area designated by the City for use by the public for parking of vehicles as regulated and controlled by use of a parking meter. A parking meter zone shall be designated in the *Schedule of Traffic Regulations* and otherwise by one or more of the following: signage, painted lines, curb markings, or parking surface painting.

Parking space. A designated space specifically signed, set aside, defined, marked, or assigned by the City Manager or designee for the parking of a single vehicle at one time and for a designated or defined time or purpose.

Parking permit. The permit issued by the City that allows a specific vehicle to lawfully park in an designated portion of the Uptown area. A parking permit may be issued by the City in the form of a sign, sticker, placard, tag, or other format as deemed appropriate by the City.

Private parking lot. Privately owned real property, including but not limited to any privately owned parking lot, facility, or area that provides parking for a fee or otherwise requires the permission of the owner, lessee, or agent before a person may park at that location.

Reserved parking. An on-street or off-street parking zone, parking area, or parking space designated by the City for use solely by specific persons or vehicles and regulated by one or more of the following: signage, painted lines, curb markings, or parking surface painting, which may include the word “reserved” or “reserved parking.”

Registered owner. The person in whose name a vehicle is registered.

Residential area parking permit. A parking permit issued by the City Manager or designee that authorizes a specific vehicle to lawfully park in an designated parking area of a specified residential area. A residential area parking permit may be issued by the City in the form of a sign, sticker, placard, tag, or other format as deemed appropriate by the City.

Special event. An event including but not limited to a festival; parade; party; motorcade; race, walk, run, or marathon; sporting event, pep rally, celebration, or similar event; concert; lawful picket, protest, or assemblage; or any other similar event or activity which is sponsored for or by the City; owners, residents, or tenants in the area; organizations, including any political, charitable, civil, or fraternal organization; or any person or group.

Tailgate or tailgating. The act of following or allowing another to follow behind a vehicle that has lawfully activated any gate, parking arm, or access control device at any off-site parking area such as to enter or exit a controlled access parking area by trailing behind such another vehicle before the gate has had an opportunity to close for the purpose of evading payment of the applicable parking fee or permit fee or otherwise for the purpose of evading the lawful operation of the controlling gate, parking arm, or access control device.

Temporary street closing. The temporary closing-off of any public street, alley, bridge, sidewalk, lot, parking lot, garage, parking garage, or any other location or facility owned, occupied, or leased by the City for a special event.

Ticket. A citation imposing a civil penalty only. In the context of off-street parking, a ticket is also a paper or other medium dispensed at the time of entry onto the off-street parking area identifying the date and time of entry onto the off-street parking area.

Time-limited parking. An on-street or off-street parking zone, parking area, or parking space designated by the City for use by the public for parking of vehicles for a specified and limited time and controlled and regulated by sign or by parking meter or by any combination thereof.

Tow or towed. To haul, carry, pull along, or otherwise transport or remove in any of its forms a vehicle by any means including towing and to store the vehicle.

Tower. The person, including a tow service, who tows a vehicle.

Towing fee. The fee charged for towing and storing payable to the tower for the tower's towing of a vehicle.

Tow service. Any person engaged in the business of towing and/or recovery of vehicles, including but not limited to those businesses that are part of an auto salvage, auto repair, salvage, or junk business.

Tow service vehicle. Any of the following vehicles used to tow, remove, push, or recover any vehicle that has become disabled as a result of a motor vehicle crash, violation of parking

ordinance authorizing tow, disabled vehicle, or any other incident involving a vehicle that requires tow, removal, or recovery, including but not limited to a police-initiated tow:

- A. Vehicle carrier or “rollback.” A vehicle carrier or rollback is a vehicle transport designed to tow or carry vehicles damage-free. The chassis shall have a minimum gross vehicle weight rating (GVWR) of 14,500 pounds. Additionally, the rollback shall have all of the following: two lift cylinders, minimum two and one-half inch bore; individual power winch pulling capacity of not less than 8,000 pounds; a length of wire rope (cable) on winch drum with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized; and four tie down hook safety chains. The carrier bed of the rollback shall be a minimum of 16 feet in length and a minimum of 84 inches in width inside side rails. A cab protector, constructed of aluminum or steel, must extend a minimum of 10 inches above the height of the bed of the rollback. A vehicle carrier or rollback shall be synonymous but shall not be considered a small or large wrecker.
- B. Large wrecker. A truck chassis having a minimum gross vehicle weight rating (GVWR) of 26,001 pounds and a boom assembly having a minimum lifting capacity of 40,000 pounds as rated by the manufacturer; tandem axles or cab to axle length of no less than 102 inches; a length of wire rope (cable) with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized on each drum; airbrake so constructed as to lock wheels automatically upon failure; and additional safety equipment as specified by the rules in this chapter.
- C. Small wrecker. A truck chassis having a minimum gross vehicle weight rating (GVWR) of 10,000 pounds and a maximum gross vehicle weight rating (GVWR) that does not exceed 26,000 pounds; a boom assembly having a minimum lifting power of 8,000 pounds as rated by the manufacturer; an 8,000 pound rated winch with a length of wire rope (cable) on winch drum with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized; a belt-type tow plate or tow sling assembly; a wheel-lift with a retracted lifting capacity of no less than 3,500 pounds; and additional safety equipment as specified by the rules in this chapter.
- D. Wreckers. Vehicles with permanently attached cranes used to move other vehicles; provided, that said wreckers shall be equipped with adequate brakes for units being towed.

Tow service vehicle operator. A person operating a tow service vehicle.

Trailer or Utility Trailer. A vehicle without motive power drawn by a vehicle, which may be used for the transport of persons, property, goods, or materials. Trailers and utility trailers are synonymous and include but are not limited to camping trailers, semitrailers, trailers, fifth-wheel trailers, house trailer, and travel trailer as defined by Chapter 20 of the North Carolina General Statutes.

Uptown area. The area of the City bordered by the Tar River to the north, Reade Street to the east, Tenth Street on the south, and the CSX Railroad right-of-way on the west.

Uptown area parking permit. A parking permit issued by the City Manager or designee that authorizes a specific vehicle properly displaying the issued parking permit to lawfully park in a designated parking area within the Uptown area. An Uptown area parking permit may be issued by the City in the form of a sign, sticker, placard, tag, or other format as deemed appropriate by the City.

SECTION 2. That Part II, Title 10, Chapter 2, Article A, Section 1 of the Code of Ordinances, City of Greenville is amended to change the term *Parking control officer* to *Parking Enforcement officer*.

SECTION 3. That Part II, Title 10, Chapter 2, Article M of the Code of Ordinances, City of Greenville, is amended by adding the following sections:

SEC. 10-2-151 PRODUCTION OR ALTERATION OF PARKING PERMIT, TAG, GATE CARD PROHIBITED.

It shall be unlawful for any person to produce or cause to be produced, to alter, or to display in a manner inconsistent with the provisions of this chapter or without authority of the City Manager, any parking permit, sticker, decal, gate card, sign, or other mark, symbol, or device indicating eligibility or authority to park on on-street or off-street parking. No refunds shall be issued the violators will be issued a citation, the vehicles shall be towed or booted, and the violators shall be ineligible for any City-issued parking permit for one calendar year. Any such parking permit, sticker, decal, gate card, sign, or other mark, symbol, or device shall be subject to confiscation or, upon notice by the City Manager or designee, shall be surrendered to the City Manager or designee.

SEC. 10-2-152 OFF-STREET PARKING REGULATIONS.

(A) *Designation.* Upon any off-street parking area, the City Manager or designee is authorized and directed to cause designate and define by proper marking or signage parking spaces, time-limit parking spaces, parking meter spaces, loading zones, parking spaces in which parking is prohibited, spaces designated as restricted to vehicles driven by or transporting the handicapped, and traffic lanes, including one-way lanes.

(B) *Time-limits, rates, and enforcement.* All off-street parking shall be subject to the same enforcement provisions and practices afforded on-street parking. The City Manager or designee shall have authority to establish rates for time-limited and parking meter parking and may increase or decrease rates and vary the available parking time limits as appropriate.

(C) No person shall operate a vehicle upon any off-street parking area:

(1) Without yielding to pedestrians.

- (2) Without burning headlights. This subsection only applies to those vehicles operated on a City parking deck.
- (3) Without yielding to any other vehicle as required.
- (4) Without first stopping the vehicle at the lot, facility, or parking deck level intersections.
- (5) In excess of 5 miles per hour.
- (6) To the right of the centerline except when accessing a parking space.
- (7) In any manner to block a vehicle attempting to enter or exit a parking space.
- (8) To prevent the use of any parking space by the person for whom the parking space has been designated or assigned.

(D) *Additional restrictions for use of a City parking garage or deck.* In addition to the prohibitions and restrictions as stated in this section, it shall be unlawful for any person to be present in a City parking garage or parking deck unless the person is:

- (1) In a vehicle which is in a parking space or on its way to or from a parking space.
- (2) Walking to or from a parked vehicle lawfully parked in the parking garage or parking deck.
- (3) An employee or agent of the City whose presence in the parking garage or parking deck is required in connection with his duties or otherwise authorized.

Unauthorized presence in the City parking garages or parking deck and subsequent refusal to leave after being ordered to do so by a police officer or City official shall constitute trespass.

SEC. 10-2-153 OFF-STREET LEASED PARKING AREAS.

(A) *Authority of City Manager or designated administrative officer.* In accordance with the provisions of N.C.G.S. 160A-272, the City Manager and any City administrative officer designated by the City Manager, including but not limited to the Director of Financial Services, is authorized as may be necessary to lease certain designated off-street parking areas for a period not to exceed one year and that the City Manager and said administrative officer is further authorized to negotiate and modify any terms necessary for the lease that are in the best interest of the City.

(B) *Designation.* The City Manager or designee may designate off-street parking areas or portions thereof in the Uptown area subject to lease in accordance with this section.

(C) *Eligibility.* Only residents who reside within the Uptown area or who work in the Uptown area are eligible to apply for leased parking.

(D) *Execution of lease agreement and payment of fee required.* Before being authorized to park in a designated off-street leased parking area an applicant shall complete and execute a lease agreement with the City to be filed with the City Manager or designee on forms or in an electronic format as provided by the City and a leased parking filing fee as established in the *Manual of Fees* shall be paid to the City. The City Manager or designee may also require the production of vehicle registration information, which may include presentation of registration cards and such other personal or business identification and documentation such as driver's license, articles of incorporation, or other official records deemed necessary to satisfy the eligibility requirements of this section, including but not limited to utility or other billing statements or affidavits. The City Manager or designee shall verify the information provided by the applicant and contained on the application prior execution or approval of the lease.

(E) *Lessee's responsibilities; towing.* In addition to all responsibilities and obligations identified in the lease agreement entered into pursuant to this section the lessee shall be solely responsible for monitoring and controlling parking in all parking spaces subject to the lease agreement and maintaining and monitoring the parking area including authorizing the towing of any unauthorized vehicles from the leased parking area. The City shall not be responsible for the enforcement or towing of any vehicle illegally parked in a leased parking space and any towing that may be required is the sole responsibility of the lessee. The tower is responsible for ensuring compliance with the provisions of N.C.G.S. § 20-219.20.

SECTION 4. That Part II, Title 10, Chapter 2, Article O of the Code of Ordinances, City of Greenville, is amended by adding the following section:

SEC. 10-2-170 USE OF VEHICLE COVERS PROHIBITED.

It shall be unlawful for an owner or other person in lawful control of a vehicle while said vehicle is parked on a street, alley, bridge, or upon property owned, operated, occupied, leased, or controlled by the City to place or install in any manner a cover or any concealment of any kind upon said vehicle. A law enforcement officer or parking enforcement officer may temporarily remove such cover or concealment as may be reasonably necessary to inspect, read, or obtain any vehicle identification number, registration plate, or identity of ownership for purposes of enforcement of this chapter or for an emergency.

SECTION 5. That Part II, Title 10, Chapter 2, Article O of the Code of Ordinances, City of Greenville, is amended by repealing and replacing Section 174 and 179 as follows:

SEC. 10-2-174 TIME-LIMITED PARKING ZONES.

(A) *Designated time-limited parking zones.* The City designates the following time-limited parking zones:

- (1) *Uptown area time-limited parking zone.* Time-limited parking in the Uptown area as further defined and identified by the City Manager or designee.
- (2) *Residential area time-limited parking zone.* Time-limited parking in residential areas as further defined and identified by the City Manager or designee.

(B) *Uptown area permit parking or residential area permit parking within a time-limited parking zone.* On-street and off-street parking areas or spaces within the area of a time-limited parking zone may be designated for Uptown area permit parking or residential area permit parking by the City Manager or designee. When an Uptown area permit parking area or space or a residential area permit parking area or space is properly marked as reserved for use by respective permittees or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, the time limits imposed in the time-limited parking zone or fee associated therewith shall not apply to that area, those areas, that space, or those spaces when a parked vehicle has a properly displayed and valid Uptown area parking permit or a residential area parking permit.

(C) *Leased parking within a time-limited parking zone.* Off-street parking areas may be leased by the City within the area of a time-limited parking zone. Similarly, the City may issue permits for on-street parking areas within the area of a time-limited parking zone. When a leased or permitted parking area or space is properly marked with “leased parking only” or “permit parking only” signs or other equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited, the time limits imposed in the time-limited parking zone or fee associated therewith shall not apply to those leased or permitted parking areas or parking spaces.

SEC. 10-2-179 UPTOWN AREA PERMIT PARKING.

(A) *Designation.* The City Manager or designee may designate Uptown area permit parking areas or parking spaces in any portion of the Uptown area time-limited parking zone.

(B) *Availability of permits.* The total number of Uptown area parking permits shall be determined by the City Manager or designee and shall be based on the total number of parking spaces made available for that purpose. The number of Uptown area parking permits issued for a fiscal year shall not exceed 110% of the total number of parking spaces made available for Uptown area permit parking.

(C) *Property of the City.* All Uptown area parking area permits shall be the property of the City of Greenville to the exclusion of any other property interest.

(D) *Eligibility for issuance of an Uptown area parking permit.*

- (1) *Residents.* A resident who resides within the Uptown area is eligible to make application to the City and receive an Uptown area parking permit for

each vehicle which is principally operated by the resident provided that a permit is available by the City for issuance. The Uptown area parking permit may be either of the following:

- (a) A reserved Uptown area parking permit.
 - (b) An unreserved Uptown area parking permit.
- (2) *Businesses and employees.* A business that is located within the Uptown area and each employee of that business is eligible to make application to the City and receive an unreserved Uptown area parking permit for each vehicle which is principally operated by the business or employee provided that a permit is available by the City for issuance. An owner of a business that is located in the Uptown area is eligible to receive an unreserved Uptown area parking permit for shared use by the employees of the business provided that permits are available and provided that the owner shall be eligible to receive no more permits than the number of employees of the business but in no event to exceed 10 permits.

(E) *Application for an Uptown area parking permit.* Before an Uptown area parking permit can be issued, a completed application for an Uptown area parking permit shall be filed with the City Manager or designee on forms or in an electronic format as provided by the City and a permit filing fee as established in the *Manual of Fees* shall be paid to the City. The application for an Uptown area parking permit shall contain the following minimum information:

- (1) If the applicant is a resident, the name and address of the resident.
- (2) If the applicant is a business employee, the lawful corporate or business name and address of the business.
- (3) If the applicant is a business, the lawful corporate or business name and address of the business; the name and address of the business owner; the number of permits requested, proof of business employees' employment with the applicant, all or part of which may be required by separate affidavit.

The City Manager or designee may also require the production of vehicle registration information, which may include presentation of registration cards and such other personal or business identification and documentation such as driver's license, articles of incorporation, or other official records deemed necessary to satisfy the eligibility requirements of this section, including but not limited to utility or other billing statements or affidavits. The City Manager or designee shall verify the information provided by the applicant and contained on the application prior to issuance of an Uptown area parking permit.

(F) *Permit fee.* The City Manager or designee shall issue Uptown area parking permits each year and a fee shall be charged. The amount of the fee shall be set out in the *Manual of Fees*. The charge shall not be prorated for partial years. There shall also be a charge for duplicate or lost

permits, and that charge shall be set out in the *Manual of Fees*. Uptown area parking permits shall be issued on a fiscal year basis and shall expire at midnight on June 30th of each year.

(G) *Spaces not guaranteed.* The purchase of an unreserved Uptown area parking permit does not guarantee availability of a parking space or reserve a parking space within the designated Uptown parking area.

(H) *No additional parking fee required.* There shall be no additional fee required for a vehicle to park in any off-street parking area when a vehicle has a properly displayed valid Uptown area parking permit.

(I) *Proper display of permit required.* The issued and assigned Uptown area parking permit shall be displayed so that it may be viewed from the front and rear of the vehicle by hanging it from the front windshield rearview mirror of the vehicle for which it was issued. It shall be unlawful to display the Uptown area parking permit in a manner inconsistent with this section. The City Manager or designee is authorized to establish additional regulations relating to the form, issuance, and display of Uptown area parking permits not inconsistent with the other provisions of this section.

(J) *Violations.* In addition to any other violations of this section, it shall be unlawful:

- (1) For any person to falsely represent himself or herself as being eligible for an Uptown area parking permit; to willfully make any false statement in an application for a residential area parking permit; or to furnish any false information in an application to the City Manager or designee in order to obtain an Uptown area parking permit.
- (2) For any person to display an Uptown area parking permit upon a vehicle, wherein the person or the vehicle is not authorized or eligible for an Uptown area parking permit.
- (3) For any person to charge any fee to any person for use of an Uptown area parking permit except for the City Manager or designee .

The City Manager or designee is authorized to revoke the Uptown area parking permit of any permittee found to be in violation of this section and, upon written notification thereof, the permittee shall surrender the permit to the City Manager or designee . No refund shall be issued and the violator will not be eligible to reapply for a new permit one calendar year from the date of the notice of revocation. Failure by a permittee to surrender an Uptown area parking permit, when notified by the City Manager or designee of the requirement to surrender same, shall constitute a violation of this chapter.

SECTION 6. That Part II, Title 10, Chapter 2, Article O of the Code of Ordinances, City of Greenville, is amended by adding the following sections:

SEC. 10-2-180 TIME-LIMITED PARKING CONTROLLED BY PARKING METERS.

(A) *Designation.* The City Manager or designee may designate any portion of any time-limited parking zone to be controlled by parking meter and may specify the length of time for parking in each parking meter space. The payment amount required to park in a parking space controlled by a parking meter will be set forth in the *Manual of Fees*.

(B) *Days and hours of operation.* Parking meters shall operate every day between the hours of 7:00 a.m. and 7:00 p.m., except Sundays and holidays, at any time the Chief of Police has temporarily suspended parking enforcement not to exceed 48 hours, or unless otherwise posted by sign or other marking authorized by the City Manager or designee. Within the meaning of this section, the term a holiday shall include only January 1, July 4, December 25, Thanksgiving Day as observed in the state, and such other days as shall be designated holidays by the City.

(C) *Payment and activation of parking meter.* Upon entering the parking meter space, the operator of a vehicle shall immediately pay or cause to be paid such payment as may be required for the activation and operation of the parking meter controlling the parking meter space and as is designated by proper direction on the meter or by sign and when required by the direction on the meter or by sign, the operator of the vehicle, upon such payment, shall also set in operation the timing mechanism on the parking meter, when so required in accordance with directions properly appearing thereon.

(D) *Lawful use.* Upon payment as required and the setting of the timing mechanism in operation when so required, the parking space may lawfully be occupied by the vehicle during the period of time which has been prescribed for the part of the street, parking area, or parking space in which the parking space is located.

(E) *Failure to pay or activate parking meter prohibited.* It shall be unlawful to fail to pay the required payment necessary for the activation and operation of the parking meter controlling the parking meter space or to set the timing mechanism in operation when so required.

(F) *Unused time.* A person parking a vehicle in a parking meter space wherein unused time remains on the parking meter controlling the parking meter space shall not be required to make a payment so long as his or her occupancy of the space does not exceed the indicated unused parking time limit.

(G) *Overtime parking prohibited.* It shall be unlawful to park or to allow a vehicle to remain parked in any parking space controlled by a parking meter beyond the time limit set for the parking space or as otherwise as designated or posted at the particular parking meter area or space.

(H) *Extended parking prohibited.* It shall be unlawful for any vehicle to occupy any portion of a parking meter space for more than 24 consecutive hours, regardless of whether or not the parking meter is activated. The vehicle will be subject to be towed.

(I) *Occupation of parking space when parking meter shows a violation prohibited.* It shall be unlawful for any person to permit any vehicle to remain or be placed in any parking meter

space while the parking meter is displaying a signal indicating that the vehicle occupying the parking meter space has already been parked beyond the period of time prescribed for the parking meter space or when the vehicle occupies the parking meter space beyond the period of time for which payment has been made as prescribed for the parking meter space.

(J) *Cumulative violations of expired parking meter.* Any vehicle in violation of this section will be subject to the issuance of an additional citation for each additional period of 30 minutes that the vehicle remains in violation of any provisions of this section.

(K) *Defacing or injuring parking meters.* It shall be unlawful for any person to deface, injure, tamper with, open without lawful authority or willfully break, destroy, or impair the usefulness of any installed parking meter.

(L) *Deposit of slugs or other substitute devices.* It shall be unlawful for any person to deposit or cause to be deposited in any parking meter any slug, device, metal substance, or any other object or substitute for lawful payment.

SEC. 10-2-181 TIME-LIMITED PARKING CONTROLLED BY SIGNS.

(A) *Designation.* The City Manager or designee may designate any portion of any time-limited parking zone to be controlled by parking signs and may specify the length of time for parking in each parking space controlled by such signage.

(B) *Days and hours of operation.* Unless otherwise posted by sign or other marking authorized by the City Manager or designee, time-limited parking zones shall operate 24 hours per day, seven days per week unless the Chief of Police has temporarily suspended parking enforcement not to exceed 48 hours.

(C) *Uptown area time-limited parking controlled by signs.* In the Uptown area a vehicle may park in a time-limited parking area or time-limited parking space more than once during a day, provided the vehicle is moved prior to the expiration of the time which is legally allowed, and provided that the vehicle does not return to the same time-limited parking area for a minimum of one hour.

(D) *Violation of time-limited parking controlled by signs.* When signs are installed adjacent to parking spaces giving notice thereof, no person shall park a vehicle for longer than the time limits stated on the signs.

SEC. 10-2-182 TIME-LIMITED PARKING SPACES RESERVED FOR ELECTRIC VEHICLES.

(A) *Designation.* The City Manager or designee may designate certain on-street or off-street parking spaces located at or near City installed electric charging stations for use only by electric vehicles. Spaces designated as reserved for electric vehicles shall be clearly marked as such by one or more of the following: signage, painted lines, curb markings, parking surface painting, or equivalent designation sufficient to inform the public that the parking area or space is

reserved for its intended use and any other parking is prohibited. The payment amount required to park in a in a parking space reserved for an electric vehicle will be set forth in the *Manual of Fees*.

(B) *Violations*. It shall be unlawful to:

- (1) Park any nonelectric vehicle in a parking space reserved for an electric vehicle.
- (2) Park in a parking space reserved for electric vehicles if the electric vehicle is not attached to the electric vehicle charging station.
- (3) Park in a space reserved for electric vehicles without first making the appropriate payment for the space as may be regulated by a parking meter.
- (4) Park the electric vehicle in the parking space exceeding the time allowed.
- (5) Remain in a space reserved for electric vehicles after the electric vehicle has been fully charged.

SEC. 10-2-183 COMPUTING OVERTIME VIOLATIONS OF TIME-LIMITED PARKING.

The moving of a parked vehicle from one time-limited parking space identified in this chapter to another parking space identified in this chapter in the same block is deemed to be one continuous parking period for the purpose of determining any overtime parking violations.

SEC 10-2-184 CONTROLLED ACCESS PARKING AREAS.

(A) *Designation*. The City Manager or designee may designate certain off-street parking areas or portions thereof to be controlled access parking areas.

(B) *Signs required*. Each controlled access parking area shall have appropriate signs giving notice of the defined boundary and times of control thereof or equivalent designation sufficient to inform the public that the parking area or space is reserved for its intended use and any other parking is prohibited and said signs shall be located at each parking space or entry point to the controlled access parking area.

(C) *Violations*. It shall be unlawful:

- (1) To transfer or to use assigned access cards or electronic devices for vehicles not registered for that specific controlled access parking area or for that card or device. If any person uses or allows to be used his or her access card or device to knowingly enable another vehicle to enter or exit a controlled access parking area without paying the applicable parking fee or permit fee, such person.

- (2) To enter or park in a controlled access parking area during the posted operation hours without paying the required fee or displaying a valid permit for that controlled access parking area. Whether or not a gate is open during the hours of pay parking operation is not an indication that an unauthorized vehicle may legally drive through and park in the controlled access parking area.
- (3) To deface, damage, tamper with, break, destroy, impair the usefulness of, evade without tendering due payment, or open without lawful authority an entry or exit gate or related equipment. A fee will be charged for replacing damaged access mechanisms, in addition to the applicable parking fine.
- (4) To tailgate or allow tailgating.
- (5) To be parked in a controlled access parking area beyond the period of authorized parking time, applicable to the parking space in which such vehicle is parked. Each hour that any such violation continues shall constitute a separate offense.

(D) *Days and hours of operation; fees.* Controlled access parking areas shall operate 24 hours per day, seven days per week, unless the Chief of Police has temporarily suspended parking enforcement not to exceed 48 hours, or unless otherwise posted by sign or other marking authorized by the City Manager or designee. The amount of the applicable fees for parking within each controlled access parking area shall be determined by the City Manager or designee and shall be listed in the *Manual of Fees*.

SEC. 10-2-185 RESERVED PARKING.

(A) *Generally.* A sufficient number of parking spaces shall be reserved to accommodate certain vehicles including but not limited to authorized emergency vehicles, public service vehicles, government-owned vehicles, motorcycles, electric vehicles, and vehicles owned by residents that reside within the Uptown area and to meet special needs as they arise. The City Manager or designee in consultation with the Director of Engineering or designee shall determine the precise location and status of reserved spaces. Requests for reserving spaces for individuals, departments, or agencies must receive approval from the City Manager or designee. The annual fee for a reserved parking spaces shall be defined in the *Manual of Fees*.

(B) *Parking in reserved space prohibited unless authorized.* It is unlawful for any unauthorized person to park a vehicle in a reserved space. Notice of the reserved status of a parking space shall be prominently posted at the space. Once posted, such spaces are reserved at all times unless otherwise indicated.

(C) *Law enforcement vehicle parking.* Parking areas or parking spaces may be designated as parking spaces for law enforcement vehicles only. The location and number of these parking areas or parking spaces shall be determined by the City Manager or designee and these

spaces shall be designated by sign or other markings. Only official government owned law enforcement vehicles may be parked in the spaces designated for law enforcement vehicles under the provisions of this subsection.

SEC. 10-2-186 CITY OFFICIALS AND EMPLOYEE PARKING AND SPACES RESERVED FOR CITY BUSINESS.

(A) *Designation.* Upon any off-street parking area, the City Manager or designee is authorized and directed to cause, designate, and define by official marking or signage parking lots or spaces assigned to or reserved for the exclusive use by City officials, City employees, and for persons engaged in business with the City.

(B) *Reserved lots for exclusive use by City employees.* As may be designated by the City Manager or designee and defined by proper marking or signage, any lot owned by the City may be limited for exclusive parking of vehicles owned by the City and vehicles operated by City employees and used by them officially and regularly in connection with the performance of their duties as City employees.

(C) *Parking prohibited.* Unless the vehicle is registered with the City allowing parking in a designated, assigned, or reserved City employee lot or space, it shall be unlawful for any person to stop or park any vehicle on any lot or in such space reserved for City employees. Unless an occupant of a vehicle is engaged in business with the City, it shall be unlawful for any person to stop or park any vehicle on any lot or in such space reserved for City business and in no event shall the vehicle remain in the space for longer than 24 hours.

SEC. 10-2-187 VEHICLES TO BE PROPERLY PARKED.

(A) It shall be unlawful for any vehicle in or upon an on-street parking area or off-street parking area to be parked in such a way or in any manner other than entirely within the identified bounds of a parking space, if so identified. By way of example, whenever a parking space is marked with lines designating that parking space, it shall be unlawful for any person to park any vehicle on or across, or to extend any part of the vehicle over any designated line or marking, or to park any vehicle in such a position that it is not entirely within the space designated by such lines or markings.

(B) In all on-street parking areas and off-street parking areas, all vehicles shall be parked with the front of the vehicle positioned towards the front of the parking space and it shall therefore be unlawful for any person to back any vehicle into any on-street or off-street parking space.

(C) All parking upon a roadway or street shall be parallel, except upon those streets which have been marked for or have a posted sign indicating angle parking, upon which streets vehicles shall be parked at the angle to the curb indicated by such markings or signs and not otherwise.

(D) All government owned vehicles shall be exempt from this section.

SECTION 7. That Part II, Title 10, Chapter 2, Article P of the Code of Ordinances, City of Greenville, is amended by adding the following section:

10-2-204 LOST TICKET FEE.

If, prior to exiting an off-street parking area, a driver loses or otherwise fails to produce the issued parking ticket allowing parking, the driver will be required to pay the maximum rate allowed for a full day's parking prior to exiting the off-street parking area. Alternatively, the City Manager or designee may mail the owner of the vehicle a billing notice charging the maximum rate allowed for a full day's parking.

SECTION 8. That Part II, Title 10, Chapter 2, Article R of the Code of Ordinances, City of Greenville, is amended by adding the following section:

SEC. 10-2-226 APPEALS; APPEAL BOARD.

(A) *Appeal board.* An Appeal Board of three City employees selected by the City Manager shall be authorized to hear and decide appeals in accordance with this section. There shall be an alternate member from the Financial Services Department to serve on the Appeal Board in the event of a conflict of interest.

(B) *Appeal to appeal board.* The issuance of any civil penalty for a violation of any of the provisions of this chapter or the denial, revocation, or deactivation of a parking permit or card access to a controlled access parking area may be appealed by the filing an appeal in accordance with this section.

- (1) *Notice of appeal; contents and filing; waiver of appeal.* A person who elects to appeal a civil penalty or the denial, revocation, or deactivation of a parking permit or card access to a controlled access parking area shall file a notice of appeal in writing within five days of the issuance of the penalty or decision that is the basis of the appeal. The notice of appeal shall include written objections and shall be directed to the City Manager's office. Any appeal received by the City Manager's office more than five days after the date of the issued civil penalty or date of decision that is the basis of the appeal shall be deemed waived as untimely, shall not be considered by the Appeal Board, and the imposition of the civil penalty or the decision at issue shall stand, shall be fully enforceable, and may not be thereafter appealed.
- (2) *Scheduling of the hearing.* The City Manager's office, as designee of the Appeal Board, shall schedule a hearing within 10 days of the filing of the notice of appeal. The hearing on the appeal shall take place within a reasonable time, but no longer than 30 days from the filing of the notice of appeal. The City Manager's office shall provide notice of the hearing via either or both first class mail or electronic mail to the appellant and shall also provide notice to City employee who issued the civil penalty or who made the decision at issue. If the appellant does not appear at the hearing,

the imposition of the civil penalty or the decision at issue shall stand, shall be fully enforceable, and may not be thereafter appealed.

- (3) *Conduct of the hearing.* The hearing on the appeal shall be an informal administrative hearing. The City Manager or designee shall be the chairperson and conduct the hearing and govern procedural questions. The North Carolina rules of evidence shall not apply. However, both the appellant and the City shall be entitled to be represented by counsel, have the right to make opening and closing statements, present evidence, and call, confront, and cross-examine witnesses. All witnesses shall testify under oath. Each Appeal Board member shall have the right to question witnesses. The appellant and/or the City shall be allowed to record the hearing. The hearing shall be conducted in accordance with the principles of due process.

(C) *Final decision of appeal board.* The Appeal Board shall make the final decision. The decision of the Appeal Board shall be by majority vote, and said decision shall be made at the conclusion of the hearing unless the Appeal Board requests additional evidence. The decision of the Appeal Board shall be documented by the chairperson in writing, including findings to support the Appeal Board's decision, and notice of appeal rights, and forwarded to the applicant within 10 days of the conclusion of the hearing via either or both first class mail or electronic mail.

(D) *Appeal to superior court.* Any appeal from the final decision of the Appeal Board shall be taken to the Pitt County superior court by filing notice of appeal and a petition for review within 10 days of the final decision of the Appeal Board. Appeals from rulings of the Appeal Board shall be heard de novo before a superior court judge sitting in the Pitt County superior court division.

(E) *Stay of penalty or decision during appeal.* The imposition of a civil penalty or the decision forming the basis of the appeal shall be stayed during the pendency of the appeal.

SECTION 9. That Part II, Title 10, Chapter 2, Article W of the Code of Ordinances, City of Greenville, is amended by changing the Article from *Pre-Towing Notice on Private Lots to Towing by Solicitation and Pre-Towing Notice on Private Lots* and by adding the following section:

SEC. 10-2-270 TOWING BY SOLICITATION PROHIBITED.

(A) No tower shall tow a vehicle unless authorized by the owner, operator, or otherwise as provided by the provisions of this Code.

(B) *Civil Penalties.*

- (1) A violation of any of the provisions of this section shall subject the offender to a civil penalty by way of a ticket in an amount as follows:

- (a) *First violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).
 - (b) *Second violation within 365 days of the first violation.* A second violation of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).
 - (c) *Third and subsequent violations within 365 days of the first violation.* A third violation and any subsequent violations of this section by the violator within 365 days from herein defined first violation shall subject the violator to a civil penalty of five hundred dollars (\$500.00) per violation.
- (2) *Appeals; payment of civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, a civil penalty assessed for a violation of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.
- (3) *Methods of recovery of unpaid civil penalty.* Unless appealed in accordance with the appeal provisions of this chapter, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
- (a) A civil action in the nature of a debt.
 - (b) The use of a collections agency and the assessment of an administrative fee.
 - (c) The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
 - (d) Equitable remedies issued by a court of competent jurisdiction.
 - (e) Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.

SECTION 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 11. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 12. This ordinance will become effective _____, 2022.

This the ____ day of _____, 2022.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY MANAGER AND/OR CITY MANAGER'S
DESIGNEE TO EXECUTE LEASES OF ONE YEAR OR LESS

WHEREAS, N.C.G.S. §§ 160A-272(a) and (a1) state as follows:

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in [N.C.G.S. § 160A-272(b1)]) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

WHEREAS, N.C.G.S. § 160A-272(b) states that "[n]o public notice as required by [N.C.G.S. § 160A-272(a1)] need be given for resolutions authorizing leases or rentals for terms of one year or less," and furthermore states that "council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less."; and

WHEREAS, the City is the owner of surplus property and property which will not be needed by the City for short periods of time; and

WHEREAS, the City enters into hundreds of leases of city property per year for durations of one year or less as required to further services to the public; and

WHEREAS, some of these leases may include parking and leases to nonprofit and civic groups and many of these leases are spontaneous in nature, for durations of one day or less, including but are not limited to leases of City Recreation and Parks facilities, conference rooms, gyms, courts, picnic shelters, parking lots, training facilities, and Town Common as necessary for special events, festivals, multi-agency training, meetings, and other gatherings; and

WHEREAS, presenting each of these leases to City Council for consideration and approval would unnecessarily burden the Council and the lessees, prevent some of the events from occurring given the strict notice requirements as mandated by N.C.G.S. § 160A-272(a1), and limit the ability of the City to provide timely and efficient delivery of services to the public; and

WHEREAS, to ensure the timely, diverse, and comprehensive delivery of City services to the public and to comply with the requirements of N.C.G.S. § 160A-272, City Council hereby finds it necessary to delegate to the City Manager that the City Manager and any City

administrative officer as designated by the City Manager, has the authority to lease or rent City property for terms of one year or less.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to lease or rent City property for a period not to exceed one year and the City Manager is further authorized to negotiate any additional terms necessary for the rental or lease that are in the best interest of the City not inconsistent with the terms herein; and

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to designate any City administrative officer as may be necessary to lease or rent City property for a period not to exceed one year and that said City administrative officer is further authorized to negotiate any additional terms necessary for the rental or lease that are in the best interest of the City not inconsistent with the terms herein; and

BE IT FURTHER RESOLVED that in accordance with N.C.G.S. § 160A-16 and City Code § 2-1-19, and to the extent required, any current or prior lease for a duration of one year or less executed by the City Manager or City administrative officer as designated the City Manager is hereby ratified as being in full compliance with the provisions of N.C.G.S. § 160A-272.

This resolution does not change, alter, or modify any other requirement as found in N.C.G.S. § 160A-272.

This the _____ day of _____, 2022.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1159848v4



City of Greenville,
North Carolina

Meeting Date: 12/05/2022

Title of Item: Discussion on Changes to 500' Rule for Bars and Nightclubs

Explanation: As a follow-up to the November 7, 2022 Council Workshop, staff is requesting direction from Council on the text amendment to establish "bar 2022" as a new use with standards and to offer further details on potentially allowing alcohol sales as an accessory use to certain uses along with standards.

Fiscal Note: No cost to the City

Recommendation: Hear presentation and provide direction
