



Agenda

Greenville City Council

November 10, 2025

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Marion Blackburn

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. City of Greenville Employees for Military Service

VII. Public Comment Period

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

VIII. Consent Agenda

2. Resolution Accepting Dedication of Rights-of-Way and Easements for Savannah Place, Section 5
3. Resolution of Intent to Close a Portion of Brandenburg Street
4. Spending Authorization Resolution Directing Expenditure of Opioid Settlement Funds by Pitt County
5. Professional Services (A/E) Contract Award for the Fleet Expansion Project
6. Amendment to the On-Call Architecture and Engineering Contract with The East Group
7. 2025-2027 Police Services Agreement between the City of Greenville and the Greenville Housing Authority
8. Resolution Amending Article VIII, Section 13.0 of the City of Greenville Personnel Policies
9. Various Tax Refunds Greater Than \$100

IX. New Business

10. Authorization to Receive Funds from the U.S. Department of Justice 2025 COPS Hiring Grant Program
11. Task Order #14 with The East Group for North Recreational Complex Field Improvement Design Services
12. Budget Ordinance Amendment #4 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Vehicle Replacement Fund (Ordinance #25-020), and Special Revenue Grant Fund (Ordinance #11-003)

X. Review of November 13, 2025, City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 11/10/2025

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- Title of Item:** Resolution Accepting Dedication of Rights-of-Way and Easements for Savannah Place, Section 5
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Savannah Place, Section 5. (Map Book 94 at Page 49). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2025-2026 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Savannah Place, Section 5.
-

ATTACHMENTS

- [Savannah_PI_Sec_5_Resolution.doc](#)
- [Savannah Place, Section 5.pdf](#)

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

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

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

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

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

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

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

Savannah Place, Section 5

Map Book 94 at Page 49

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

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

Adopted the 10th day of November, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA
PITT COUNTY

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

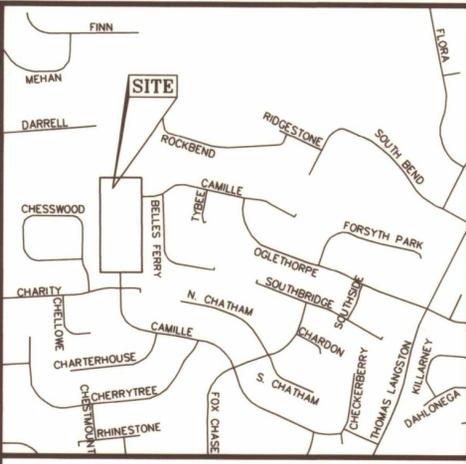
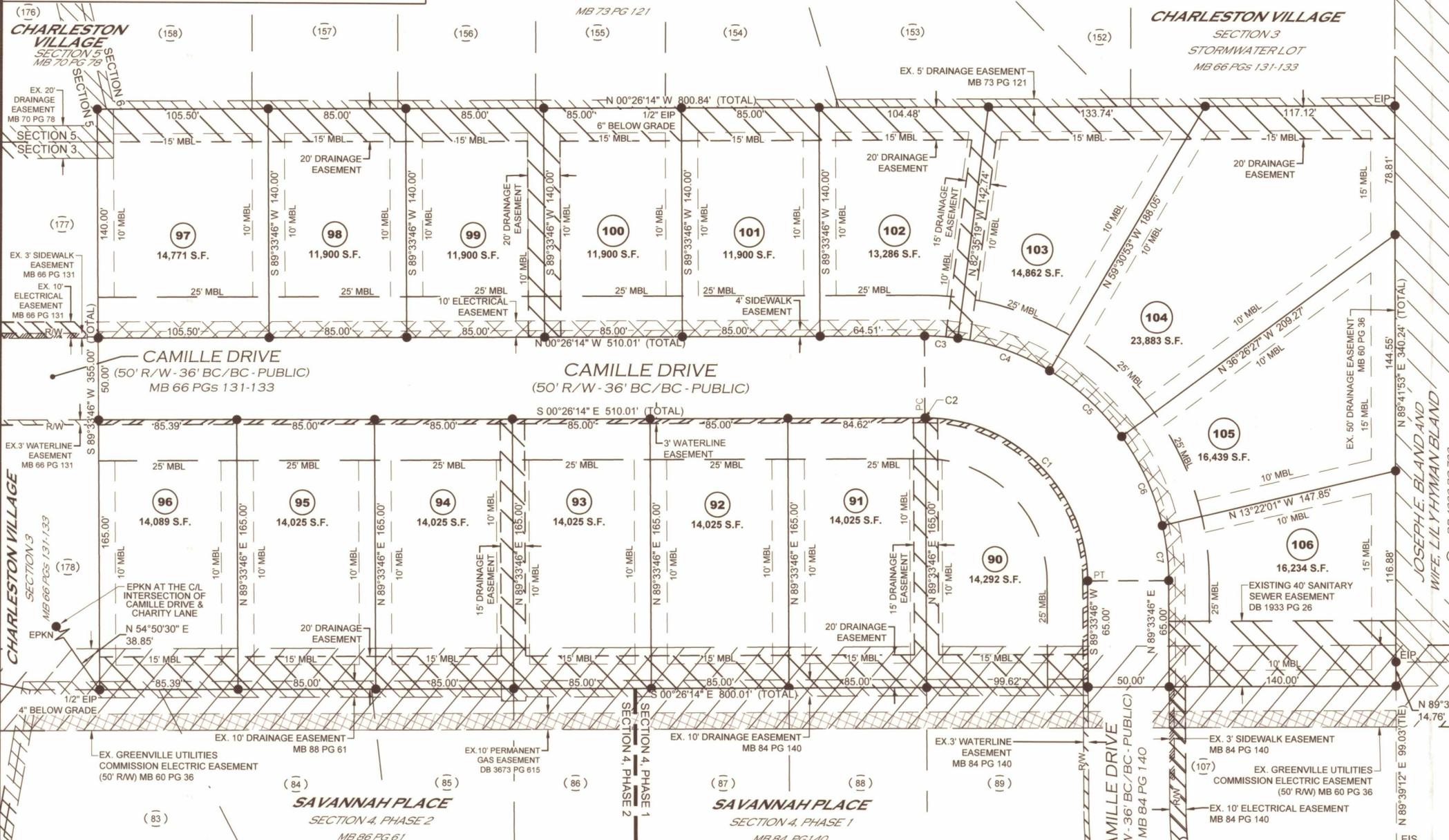
WITNESS my hand and official seal this the 10th day of November, 2025.

Notary Public

My Commission Expires:

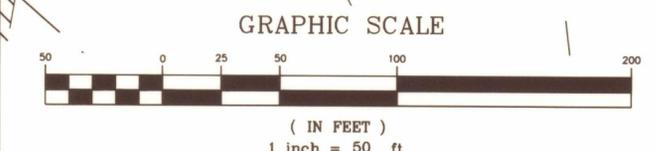
SITE DATA

TOTAL AREA 6.523 AC
 TOTAL NO. OF LOTS CREATED 17
 ACREAGE IN COMMON AREA 0
 ACREAGE IN PARKS, RECREATION AREAS,
 CEMETERIES & THE LIKE 0



VICINITY MAP
SCALE: 1"=1000'

- GENERAL NOTES:**
- NO GEODETIC MONUMENT WAS FOUND WITHIN 2000' OF THE SUBJECT PROPERTY.
 - ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND MEASUREMENTS IN US SURVEY FEET, UNLESS OTHERWISE NOTED. AREAS ARE BY COORDINATE COMPUTATION.
 - REFERENCES ON THE FACE OF THE MAP WERE ACQUIRED FROM THE PITT COUNTY REGISTER OF DEEDS.
 - THE SUBJECT PARCEL SHOWN HEREON LIES IN FLOOD ZONE X (MINIMAL FLOOD RISK) PER FEMA FIRM PANEL 3720466600J EFFECTIVE DATE 07/07/2014.
 - THE SUBJECT PARCEL IS UNDER JURISDICTION OF THE CITY OF GREENVILLE AND ZONED R-9S PER PITT COUNTY GIS.
 - THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRICAL LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.



CURVE TABLE

CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S 44°40'15" W	141.15'	100.00'	156.70'
C2	N 00°19'45" W	0.38'	100.00'	0.38'
C3	N 03°29'14" E	20.53'	150.00'	20.55'
C4	N 18°56'54" E	60.00'	150.00'	60.41'

CURVE TABLE

CURVE	BEARING	CHORD	RADIUS	LENGTH
C5	N 42°01'20" E	60.00'	150.00'	60.41'
C6	N 65°05'46" E	60.00'	150.00'	60.41'
C7	N 83°05'53" E	33.78'	150.00'	33.85'

- LEGEND**
- Boundary Line
 - Adjoiner Line
 - Iron Property Corner
 - Existing Iron Pipe
 - Existing Iron Stake
 - Existing PK Nail
 - Deed Book
 - Map Book
 - Page Number
 - Right of Way
 - Minimum Building Line
 - Point of Curvature
 - Point of Tangency
 - Radius
 - Length
 - Chord
 - Centerline

FINAL PLAT SHEET 1 OF 1

SAVANNAH PLACE SECTION 5

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1586, PAGE 455 OF THE PITT COUNTY REGISTRY.

WINTERVILLE TOWNSHIP, PITT COUNTY, NC



Doc ID: 016362010001 Type: CRP
 Recorded: 08/21/2025 at 01:52:29 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 94 PG 49



OWNER: HOMES ON THE ANGE C/O JEFF ALDRIDGE

ADDRESS: 226 COMMERCE STREET GREENVILLE, NC 27858

PHONE: 252.756.3500

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:

Jeff Aldridge

SWORN AND SUBSCRIBED BEFORE ME THIS 18th DAY OF August, 2025.

William C. Owings
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 01/17/2027

APPROVAL

THIS FINAL PLAT NO. 25-0207 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 26th DAY OF August, 2025.

SIGNED: *Walter Sheen*
 CITY PLANNER

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE ITS FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *Jeff Aldridge*
 ATTEST: *Walter Sheen*

GALLOWAY | PLLC
GEOSPATIAL
 INFORMATICS & SURVEYING
 463 Second Street - Ayden - NC - 28513
 252-565-2957 - NC FIRM # P-2153

SURVEYED: JLS APPROVED: CRG
 DRAWN: JGG DATE: 06/09/2025
 CHECKED: CRG SCALE: 1" = 50'

DEED BOOK 1586 PAGE 455
 DEED BOOK PAGE
 DEED BOOK PAGE
 NC REGISTRATION NO. L-5352

Doc ID: 016362010001 Type: CRP
 Recorded: 08/21/2025 at 01:52:29 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 94 PG 49

SIGNED: *Walter Sheen*
 CITY PLANNER

SIGNED: *Jeff Aldridge*
 ATTEST: *Walter Sheen*

SURVEYOR CERTIFICATION

I, CALED R. GALLOWAY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1586, PAGE 455, OR FROM BOOKS REFERENCED HEREON). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(c)1, THIS SURVEY IS OF AN EXISTING PARCEL OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 18th DAY OF August, 2025.

SIGNED: *Walter Sheen*
 REGISTERED: 5352

REVIEW OFFICER'S CERTIFICATE

I, *Malcolm Johnson*, A REVIEW OFFICER OF PITT COUNTY, NC, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *Malcolm Johnson*
 REVIEW OFFICER
 DATE: 8/20/25



City of Greenville, North Carolina

Meeting Date: 11/10/2025

- Title of Item:** Resolution of Intent to Close a Portion of Brandenburg Street
- Explanation:** Adjoining property owners have requested to close a portion of Brandenburg Street located at the western terminus where a new cul-de-sac has been constructed. Brandenburg Street is located south of Old Pactolus Road and north of Bradford Creek Golf Course.
- The street closure map has been reviewed by City and Greenville Utilities Commission (GUC) staff. GUC requests utility easements over and upon water and sewer lines in the right-of-way to be withdrawn.
- The petitioner is required to post a cash bond for any required improvements.
- A Resolution of Intent to Close is attached for City Council's consideration.
- Fiscal Note:** Upon the effective date of the Resolution to Close, the City will no longer receive Powell Bill funds for maintenance of the closed street, and budgeted funds for yearly maintenance will no longer be required.
- Recommendation:** Approve the Resolution of Intent to Close a portion of Brandenburg Street and set a public hearing on December 11, 2025, to consider the Resolution to Close.

ATTACHMENTS

- [1208849 - CC Agenda 111025 Intent to Close Brandenburg - 1 - COG.DOCX](#)
- [P1787~001 ROAD CLOSING MAP review only_v1.pdf](#)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF
BRANDENBURG STREET LOCATED AT THE WESTERN TERMINUS

WHEREAS, the City Council intends to close a portion of Brandenburg Street located at the western terminus and being south of Old Pactolus Road and north of Bradford Creek Golf Course, in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close a portion of Brandenburg Street located at the western terminus and being south of Old Pactolus Road and north of Bradford Creek Golf Course, more particularly described as follows:

Lying and being in the City of Greenville, Pactolus Township, Pitt County, North Carolina, lying south of NCSR Old Pactolus Road, east of NCSR 1535 Sunnyside Road, and west of Charlestowne Drive and being more particularly described as follows: Beginning at a found iron rod at the northwest corner of Lot 31, Charlestowne, Bradford Creek, Section 1, Phase 2 as recorded in Map Book 50, Page 23 of the Pitt County Registry, thence along the northern boundary of Lot 31 N73-45-53E – 12.51' to a found iron rod, the southwest corner of the platted right-of-way of Brandenburg Street in Map Book 50, Page 23, the True Point of Beginning.

Thence from the True Point of Beginning, leaving the northern boundary of Lot 31, Charlestowne, Bradford Creek, Section 1, Phase 2 and following the right-of-way of Brandenburg Street as platted in Map Book 50, Page 23 N16-14-07W – 50.00' to the northern right-of-way of Brandenburg Street, thence along the northern right-of-way of Brandenburg Street N73-45-53E – 18.18' to a point, thence leaving the northern right-of-way of Brandenburg Street and following a new boundary for the right-of-way of Brandenburg Street with a curve to the left, having a radius of 63.50' and being subtended by a chord of S41-32-21E – 28.67', thence continuing with the same curve to the left, having a radius of 63.50' and being subtended by a chord of S81-07-52E – 56.75' to a point on the southern right-of-way of Brandenburg Street, thence along the southern right-of-way of Brandenburg Street S73-45-53W – 81.83' to the True Point of Beginning, containing 0.0388 acres in road right-of-way.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 11th day of December 2025, at 6:00 p.m., to consider the advisability of closing the aforesaid street section. At such public hearing, all objections and suggestions will be duly considered.

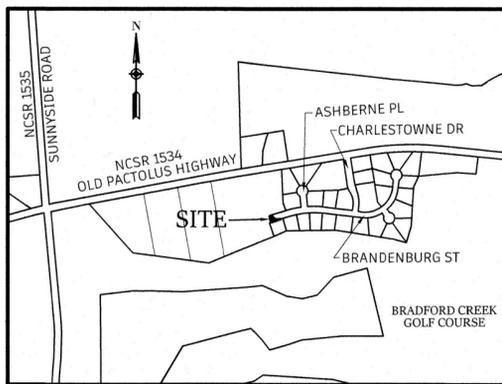
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above-described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 10th day of November 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



LEGEND
 FIR= FOUND IRON ROD
 R/W= RIGHT-OF-WAY
 BC= BACK OF CURB
 MBL= MINIMUM BUILDING LINE
 R= RADIUS
 L= LENGTH
 CH B= CHORD BEARING
 CH L= CHORD LENGTH
 PC= POINT OF CURVATURE

VICINITY MAP
 SCALE: 1" = 1000'

(2)
 FAIRVIEW ACRES, LOT 2-5
 MB 94, PG 55

PN 93269
 TRACT 1
 HAROLD POWELL
 DEW, JR.
 DB 4364, PG 763
 MB 90, PG 113

CHARLESTOWNE
 BRADFORD CREEK, SECTION 1
 PHASE 2
 MB 50, PG 23

NOTE:
 AREA OF ABANDONED R/W TO SERVE
 AS A NON-EXCLUSIVE UTILITY EASEMENT

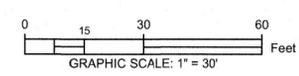
10' TEMPORARY
 CONSTRUCTION
 EASEMENT
 REF: MB 94, PG 55

EXISTING
 WATER & SEWER
 EASEMENTS
 REF: DB 836, PG 53

0.0221 ACRES
 TO REVERT BACK TO HAROLD
 POWELL DEW, JR.

0.0167 ACRES
 TO REVERT BACK TO
 LOT 31, CHARLESTOWNE

BRANDENBURG STREET
 (50'R/W 20'PAVEMENT PUBLIC)



PN 93269
 TRACT 1
 HAROLD POWELL
 DEW, JR.
 DB 4364, PG 763
 MB 90, PG 113

PN 59373
 RAAD ALHILALI
 DB 3894, PG 244
 MB 50, PG 23

CHARLESTOWNE
 BRADFORD CREEK, SECTION 1
 PHASE 2
 MB 50, PG 23

SHEET 1 OF 1

CITY OF GREENVILLE ABANDONMENT MAP FOR A PORTION OF		
BRANDENBURG STREET		
REFERENCE: MAP BOOK 50, PAGE 23 OF THE PITT COUNTY REGISTRY		
GREENVILLE	PACTOLUS TOWNSHIP	PITT COUNTY NORTH CAROLINA
OWNER: CITY OF GREENVILLE		
ADDRESS: 200 W 5TH STREET GREENVILLE, NC		
PHONE: (252) 329-2489		
 STROUD ENGINEERING, P.A. 107-B COMMERCE STREET, GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO. C-0647	SURVEYED: DWE/JME	APPROVED: DTB
	DRAWN: JME/DTB	DATE: 10/6/25
	CHECKED: DTB	SCALE: 1" = 30'

TOTAL AREA IN RIGHT-OF-WAY
 TO BE ABANDONED: 0.0388 ACRE



MAYOR'S CERTIFICATE	
THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PART OF BRANDENBURG STREET.	
RESOLUTION NO. _____	
SIGNED _____	MAYOR
SIGNED _____	CITY CLERK

REVIEW OFFICER'S CERTIFICATE	
I, _____, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.	
REVIEW OFFICER	
DATE	

SURVEYOR'S CERTIFICATE	
I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN MAP BOOK 50, PAGE 23, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE PLAT, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:52,856, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.	
I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(d), THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.	
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 6 th DAY OF OCTOBER, 2025.	
SIGNED <i>Deborah T. Boyette</i>	PROFESSIONAL LAND SURVEYOR L-4146



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Spending Authorization Resolution Directing Expenditure of Opioid Settlement Funds by Pitt County

Explanation: In December 2024, the City Council approved a resolution directing future Opioid Settlement Fund (Settlement Funds) to Pitt County (County) along with an interlocal agreement with the County for transfer and expenditure of the Settlement Funds through a partnership. The City and County meet regularly regarding the use, and most recently City staff participated in the County's process for review and selection of providers for the 2026 fiscal year.

As of July 1, 2025, the County approved the use of \$615,000 for the following strategies:

- Collaborative Strategic Planning
- Recovery Support Services
- Recovery Housing Support
- Naloxone Distribution
- Evidence-Based Addiction Treatment
- Early Intervention
- Reentry Program

In addition to the actions already approved by City Council, the State of North Carolina Department of Justice requires the City to adopt a detailed Spending Authorization Resolution directing Pitt County to expend the funds on allowable strategies during a specified period. To date, the City has received \$625,365.62, including interest, in Settlement Funds and has transferred \$500,876.00 to the County, none of which has been expended at this time.

City Council's goals and priorities for Settlement Funds have consistently been focused on transitional housing, supportive services and partnerships with other local organizations, and City staff are proposing the following allocations:

Strategy	Funding Amount	End Date
Collaborative Strategic Planning	\$125,365.62	June 30, 2030
Recovery Support Services	\$350,000	June 30, 2030
Recovery Housing Support	\$150,000	June 30, 2030

The City and County will continue working together during the annual LOI processes to identify viable provider(s) who can best support the provision of services and will evaluate progress toward expending the Settlement Funds. In the event the County is unable to expend all allocated Settlement Funds by the proposed End Date above, an extension of time may be requested in the future.

Fiscal Note: To date, the City has received \$625,365.62 from the Opioid Settlement Fund and has transferred \$500,876.00 to the County, none of which has been expended at this time.

Recommendation: Approve the Spending Authorization Resolution directing Pitt County to expend Settlement Funds by June 30, 2030 on the following strategies: Collaborative Strategic Planning, Recovery Support Services, and Recovery Housing Support.

ATTACHMENTS

[COG-#1207301-v2-MOA-Spending-Authorization-Resolution.docx](#)

**A RESOLUTION BY THE CITY OF GREENVILLE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS the City of Greenville joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”), and SAAF-2;

WHEREAS the City of Greenville received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, the City of Greenville authorizes for the County of Pitt to expend opioid settlement funds as follows:

- 1. First strategy authorized
 - a. Name of strategy: Collaborative Strategic Planning
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 1
 - d. Amount authorized for this strategy: \$125,365.62
 - e. Period of time during which expenditure may take place:
 - Start date June 25, 2025 through End date June 30, 2030
 - f. Description of the program, project, or activity: Identify provider(s) who will implement Collaborative Strategic Planning activities, including the potential hiring of a position, that will enhance community engagement and outreach opportunities related to City of Greenville residents.

- 2. Second authorized strategy
 - a. Name of strategy: Recovery Support Services
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 3
 - d. Amount authorized for this strategy: \$350,000
 - e. Period of time during which expenditure may take place:
 - Start date June 25, 2025 through End date June 30, 2030

- f. Description of the program, project, or activity: Identify provider(s) who will offer services that support people with a history of opioid use, in accessing addiction treatment and recovery support they need to improve their health or well-being.
3. Third strategy authorized
- a. Name of strategy: Recovery Housing Support
 - b. Strategy is included in Exhibit A
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 4
 - d. Amount authorized for this strategy: \$150,000
 - e. Period of time during which expenditure may take place:
Start date June 25, 2025 through End date June 30, 2030
 - f. Description of the program, project, or activity: Identify provider(s) who will assist with recovery housing support opportunities for those with a history of opioid use, including payment of rent, move-in deposits, or utilities; or recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$625,365.62.

Adopted this the 10th day of November 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Professional Services (A/E) Contract Award for the Fleet Expansion Project

Explanation: The Fleet Services Division of the Public Works Department has experienced tremendous growth over the last few years and is in need of additional space. With the increased fleet size, staff, and necessary equipment to perform job duties, Fleet Services is in need of additional garage bays to service Transit buses.

The City advertised for A/E professional services for the Fleet Expansion Project on June 9, 2025, with an opening date of July 10, 2025. Five (5) responses were received. JKF Architecture, PC was selected as the most qualified firm.

The scope of work will include, but not be limited to, preparation of design development documents for civil, structural, plumbing, HVAC, electrical, and fire alarm, as well as outline complete specifications, provide cost estimates and cost breakdowns, preparation of construction documents, bidding services, and construction administration services.

The contract will begin with the issuance of a notice to proceed letter. This project is estimated to begin in the spring of 2026 and be completed in the summer of 2027.

Fiscal Note: The City will enter into a contract with JKF Architecture, PC in the amount of \$171,848.00 for the design, bidding, and construction administration of the Fleet Expansion Project. Funding for this contract is provided through Federal grants and City funds.

Recommendation: City Council to award an A/E professional service contract to JKF Architecture, PC in the amount of \$171,848.

ATTACHMENTS

[\(FINAL\) Entire contract to JKF for Fleet Expansion Project with proposal.pdf](#)



AGREEMENT FOR CONSULTANT SERVICES

Fleet Expansion Project

THIS Agreement made and entered into on this date _____, by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “City,” whose primary address is located at 200 West Fifth Street, Greenville, NC 27858 and JKF Architecture PC, a professional corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Consultant” whose primary offices are located at 625 Lynndale Court, Greenville, NC, 27858.

GENERAL RECITALS

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

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

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

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

The Consultant agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant shall provide services for Fleet Expansion Project, as designated by the Buildings & Grounds Superintendent, or designee, within the Public Works Department and defined in the Request for Proposal (“RFP”) #24-25-48 and amendments, if any, said work being hereinafter referred to as the “Work”. The RFP and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery, and perform all necessary services to complete the Work at no additional costs to the City.

I.B. WORK STANDARDS

The Consultant will perform preparation of design development documents for civil, structural, plumbing, HVAC, electrical, and fire alarm, as well as outline complete specifications, provide cost estimates and cost breakdowns, preparation of construction documents, bidding services, and construction administration services.in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

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

I.D. SUBCONTRACTS

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

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

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

II.A. DATA AND SERVICES

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

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin upon issuance of notice to proceed. The work will be completed according to a written schedule provided by the City. The Consultant will be responsible for implementing and monitoring the schedule.

This Agreement will expire on ***June 30, 2027***, unless a duly executed extension is in writing and signed by the Consultant and the City.

III.B. DELIVERABLES

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

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

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

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Consultant services as outlined in ARTICLE I – Fleet Expansion Project, a lump sum payment not to exceed:

\$171,848.00 (ONE HUNDRED SEVENTY-ONE THOUSAND, EIGHT HUNDRED FORTY-EIGHT DOLLARS AND ZERO CENTS)

Payment shall be based upon the completed job and final acceptance from the City. The City shall not be obligated to pay the Consultant any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. PAYMENT

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

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

All invoices shall be directed to: *Buildings and Grounds Superintendent, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to dthompson@greenvillenc.gov.

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. TERMINATION

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

- V.A.1. **DEFAULT.** The Consultant fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Consultant regarding the condition(s) and the Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Consultant is expected to remove all employees and equipment from the premises immediately.
- V.A.2. **CONVENIENCE.** Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Seller shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of termination for convenience (TFC) or as soon afterwards as is practical, Consultant shall give the City all Work, including partly completed Work.
- V.A.3. **FUNDING.** In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.
- V.A.4. **FORCE MAJEURE.** This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of an epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
- V.A.5. **EXPIRATION.** Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **CONSULTANT'S RESPONSIBILITY**

- V.B.1. Consultant shall perform the Work under this Agreement as an independent consultant and not as City's agent or employee. Consultant shall be solely

responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

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

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

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

- a. To the maximum extent allowed by law, the Consultant shall ~~defend~~, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Consultant or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. ~~In performing its duties under this subsection "a," the Consultant shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.~~
- b. **Definitions.** As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Consultant.

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

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

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

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

Limits:

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

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

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

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

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

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors,

and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

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

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

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

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

V.D. CORRECTION OF WORK

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

V.E. RELATIONSHIP WITH OTHERS

The Consultant will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and includes provision of project development, human and natural environmental and

engineering information to all parties as may be requested by the City. The Consultant will also cooperate fully with the City and other agencies on adjacent projects, as necessary.

V.F. **NOTICE**

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

City: City of Greenville P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent	Consultant: JKF Architecture PC 625 Lynndale Court Greenville NC 27858 Attn: John K. Farkas
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V.G. **ADDITIONAL PROVISIONS**

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

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

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

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

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

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

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

Consultant, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Exhibit C to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation,

genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. IRAN DIVESTMENT ACT CERTIFICATION

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

V.G.5. E-VERIFY

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

V.G.6. ASSIGNMENT

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

V.G.7. GENERAL COMPLIANCE WITH LAWS

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

V.G.8. AMENDMENTS AND WAIVER

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

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

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

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

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

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

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

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

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

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

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

- e. No employee, agent, Consultant, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Consultant, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

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

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

V.G.15 **RECORD RETENTION**

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

V.G.16 **CONFIDENTIALITY**

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

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to

circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

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

V.G.17 **SEVERABILITY**

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

V.G.18 **COUNTERPARTS**

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

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

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

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

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

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

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the

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

V.G.22. **HEADINGS**

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

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

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

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

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

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

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

V.G.26 **CITY MANAGER’S AUTHORITY**

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

[Signature Pages Follow]

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

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

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

ACCOUNT NUMBER: 030-05-55-00-000-000-534005-25006

PROJECT CODE (IF APPLICABLE): FLEET EXPANSION

[Vendor Signature Page Follows]

SIGNATURE OF VENDOR

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

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Exhibit C

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

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

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

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

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

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

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination
COG DOC# 1199054

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

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

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

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

Pertinent Nondiscrimination Authorities

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

of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

JKF Architecture PC
Vendor Number: 4759

Munis Contract # _____

Exhibit A: City’s Solicitation

**REQUEST FOR PROPOSALS
#24-25-48**

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
FLEET EXPANSION PROJECT
City of Greenville, North Carolina**



Find yourself in good company

Proposal Due Date: Thursday, July 10, 2025, at 2:00 pm

Contact Persons:

Questions regarding the bid package:

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

Questions regarding the specifications:

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

**REQUEST FOR PROPOSALS
CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
FLEET EXPANSION PROJECT**

The City of Greenville, NC is requesting proposals for "Public Works Department Fleet Expansion Project" as listed below. The scope of work will include, but not limited to, preparation of design development documents for civil, structural, plumbing, HVAC, electrical, and fire alarm, as well as outline complete specifications, provide cost estimates and cost breakdowns, preparation of construction documents, bidding services, and construction administration services.

Sealed proposals will be received by the City of Greenville by Thursday, July 10, 2025, at 2:00 pm via DropBox at <https://www.dropbox.com/request/15Jgk6iq7VDQtDOwDV3d> with the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Fleet Expansion Project Proposal written in the file field in DropBox.

Proposals will not be opened and read aloud but will be reviewed and scored by Staff and contracts will be awarded at a later date.

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

From the date of this advertisement until the date of opening the proposals, and specifications of the proposed work and/or a complete description of the apparatus, supplies, materials or equipment are and will continue to be on file in the office of Wanda House, Financial Services Manager, 200 W. Fifth Street, Greenville NC, or at the Public Works Department located at 1500 Beatty Street, Greenville NC, during regular business hours, and available to prospective proposers.

Inquiries regarding the proposal process or documents should be directed to the Financial Services Manager at whouse@greenvillenc.gov or by telephone (252) 329-4862. Minority/Women owned business are encouraged to submit proposals.

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

INSTRUCTIONS TO CONSULTANTS

**Request for Proposal
Fleet Expansion Project
Location: Greenville N.C.**

1. Consultant is to provide verification to the City that the company's employees are covered under worker's compensation insurance coverage prior to award on this contract.
2. It is expressly understood by the consultant offering a proposal, after a written notice of award by the City, a written contract will be required to be executed and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
3. Each Consultant submitting a proposal is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
4. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
5. Questions regarding the specifications, shall be directed by email to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov.
6. By submitting a proposal, the Consultant attests that it is in compliance with all items listed in the proposal instructions. Further, the Consultant attests that the City of Greenville accepts no responsibility for any injuries to the firm's employees while on City property performing their duties.
7. Consultant shall comply with all local, state, federal laws, safety/regulatory requirements, and ordinances associated with the work within this contract.
8. It is expected that work will begin upon issuance of a written notice to proceed letter.
9. No work will be performed at any time without proper supervision. Supervisors name and direct contact information shall be provided to Michael Turner, Building Facilities Coordinator at mturner@greenvillenc.gov
10. The Consultant shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
11. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added or deleted from contract will be mutually agreed upon by the City of Greenville and the Consultant. A contract amendment will be issued for each addition or deletion.
12. The Consultant shall NOT have the right to subcontract any part of its obligations and service requirements without the prior written authorization of the City. This authorization may be given by the Director of Public Works or designee. If any part of this work under this agreement is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Agreement. The parties stipulate that the Company will maintain each type of insurance set forth in the Agreement at a coverage equal to the amount set forth for each type

of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

14. All new vendors, including subcontractors/consultants, must register with the City of Greenville's online portal prior to the rendering of goods or services.

Registration as a vendor with the City of Greenville is the responsibility of prime or subcontractor/consultant, and requires the prospective new vendor to submit a W-9, and complete the registration through the City's vendor portal at the following web address: <https://cityofgreenvillenc.munisselfservice.com/vss>.

If the prospective new vendor is *only* providing service(s) as a subcontractor/consultant, submission of payment information is not necessary at the time of registration.

General Contractors must provide total amounts paid to M/WBE subcontractors with each payment application/invoices.

General Contractor(s) are responsible for ensuring all subcontractors working on the project are registered as vendors with the City of Greenville and have active registration prior to contract award.

15. Proposals are to be submitted via DropBox at <https://www.dropbox.com/request/I5Jgk6jq7VDQtDOwDY3d>. Text font size shall be no less than twelve (12) points with a total length of the proposal, including exhibits, of no more than forty (40) pages.
16. It is anticipated that any supplies under the resulting contract from this solicitation may be funded through grants by the Federal Transit Administration (FTA) and is contingent upon funding availability; therefore, all rules and regulations relating to the funding source apply.
17. It is the responsibility of the consultant to ensure that your firm is registered with the System of Award Management (SAM) and to visit www.sam.gov to verify that your firm's status is active and with no exclusions prior to award of this contract.
18. Proposals that are submitted on unauthorized forms or with different terms or provisions may not be considered a responsive proposal.
19. A copy of the warranty must be furnished with the proposal.

The remainder of this page intentionally left blank

PROPOSAL CONTENTS AND FORMAT

Note: The proposal should be concise, straightforward and no more than forty (40) pages, including all pertinent attachments, exhibits, appendices and product brochures.

Consultants which have relevant experience and positive references with construction projects of similar size and scope of work are invited to complete and submit a proposal.

To enhance comparability, the proposal should be outlined with the informational sequence noted below:

- 1. Project approach and summary**
- 2. Qualifications of the Firm**
- 3. Qualifications of Staff**
- 4. Schedule of Implementation**
- 5. Certification Forms**
- 6. Price Schedule**

All proposals must be submitted and received on or before 2:00PM on Thursday, July 10, 2025.

EVALUATION CRITERIA

- 1. Project Approach and Summary (20 Points)**
 - **Summarize the key points in the proposal, include a statement regarding how the firm will administer this contract, appropriate introductory and contact information, including the name of the firm's principal liaison, and bear the signature of a person duly authorized to legally commit the firm.**
 - **Provide information regarding the disciplines and specialty areas that your firm can provide.**
- 2. Qualifications of the Firm (40 Points)**
 - **Include a statement regarding the qualifications of the firm as a business entity, past performance, and experience with a special emphasis on work similar to this project.**
 - **Provide examples of specifications on past projects of similar size and scope.**
 - **Provide experience relevant to the implementation of design criteria, Owner input, and recommendations.**
 - **Provide experience working with transit and transportation agencies**
 - **Providing experience work with Federal, state and/or local governments.**
 - **Previous work performance and quality of completed work.**
 - **Provide examples of completed work within the last 15 years.**
 - **List examples of project plans of similar size and scope, including client contact information.**
- 3. Qualifications of Staff (30 Points)**
 - **Provide a statement describing a staffing plan that identifies the project manager(s) and other key personnel who will be assigned to the project.**
 - **Discuss the qualifications and experience of each key individual**
 - i. Proposed project manager.**
 - ii. Allocation of time to the performance of work under this solicitation.**
 - iii. Organization of the workforce and personnel utilization.**
 - iv. Provide an organizational chart for all staff members who will be part of this project.**

4. **Schedule of Implementation (20 Points)**
 - Please provide a schedule of how your Firm will take the design plans from inception to completion with a plan set and specifications package suitable for bidding, as well as administer and conduct the bidding process, and how your Firm will oversee and coordinate all contract administration tasks.
 - Provide a timeline of events.

5. **Certification forms**
 - All forms must be completed, signed, dated, unaltered and submitted with the proposal.
 - Forms include:
 - i. Certification regarding lobbying (page 22)
 - ii. Government-wide debarment and suspension (page 23)
 - iii. Contractor reference (page 24)
 - iv. Contractor data (page 25)
 - v. Request for Proposal (page 26)
 - vi. E-Verify affidavit (page 27)
 - vii. M/WBE instructions (page 30)
 - viii. M/WBE form 1 or form 2 (page 31 OR page 32)

6. **Request for Proposal sheet**
 - Fill out pricing sheet to include all costs to be incurred and billed.
 - Fill out addendum acknowledgement
 - Must be signed and dated

The following criteria will be the basis on which contractors will be selected for further consideration:

<u>Section:</u>	<u>Weight in Evaluation</u>
Project approach and summary:	20%
Qualifications of the Firm:	30%
Qualifications of the staff:	30%
Schedule of Implementation:	20%

Note 1: City staff will evaluate the proposals based on the factors outlined under evaluation criteria.

Note 2: Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

**CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
BUILDINGS AND GROUNDS DIVISION
SPECIFICATIONS FOR:
FLEET EXPANSION PROJECT**

1.0 SCOPE:

- 1.1** The scope of work will include, but not limited to, preparation of design development documents for civil, structural, plumbing, HVAC, electrical, and fire alarm, as well as outline complete specifications, provide cost estimates and cost breakdowns, preparation of construction documents, bidding services, and construction administration services.
- 1.2** Failure of the consultant to meet or perform work to these specifications as determined by the Public Works Department shall warrant written notice to the consultant specifying areas of nonperformance or unacceptable performance and the consultant shall have ten (10) days to rectify. Immediate cancellation of the contract may occur if performance is not rectified in ten (10) days.

2.0 GENERAL SPECIFICATIONS:

- 2.1** The consultant will provide all labor, equipment and materials to bring the project from concept to final construction.
- 2.2** The selected consultant shall provide one (1) set of signed and sealed drawings/plan set for review by City Staff.

3.0 SPECIFIC TASKS:

- 3.1 Design tasks include:**
- Meet with the Owner and define project expectations discuss specific needs. This will require a minimum of three (3) meetings.
 - Review existing site conditions and existing floor plans.
 - Provide 95% plans for Owner review and approval. Meet with Owner and discuss 95% drawings, review and edit plans per Owner request. Provide 100% drawings for bidding and construction with Owner requests included.
- 3.2 Bidding tasks include:**
- Identify potential bidders and send bid documents to potential bidders.
 - Prepare bid documents, including plan set and specification book, create any necessary addenda and send to Owner for review and posting, as well as send to all potential bidders.
 - Conduct pre bid meeting and provide documentation to Owner, including all sign-in sheets, meeting minutes, and provide a certified bid tabulation sheet with recommendation of award.
- 3.3 Construction Administration tasks include:**
- Conduct one (1) pre-construction meeting to begin the project and then conduct monthly construction meetings with recorded meeting minutes throughout the duration of construction.

- Review all submittals and pay applications or invoices from contractors and subcontractors. Send to Owner for review, approval, and payment.
- Create and administer all change orders. Send to Owner for review and approval.
- Respond to all submitted requests for information (RFI) during the construction phase.
- Prepare bulletin drawings as necessary.
- Conduct and coordinate pre-final inspection(s) (with punch list items), final inspection(s), and all manufacturers start up and/or testing.

4.0 PAYMENT AND PROPOSAL:

- 4.1** Payment will be made by the City to the consultant upon said work being performed satisfactorily per specifications and within thirty (30) days of receipt of an approved invoice. The invoice is expected prior to the 10th of the month following completion of the work. The City will render payment within thirty (30) days of receipt of an approved invoice.
- 4.2** Firms will comply with all local, state, and federal laws and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.3** By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- 4.4** The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.
- 4.5** The attached proposal sheet details the proposal entries required. Each proposal sheet line item shall be filled in as directed.
- 4.6** Minority and/or Women Business Enterprise (M/WBE) Program

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

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

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

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

4.8 TITLE VI NONDISCRIMINATION NOTIFICATION

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

4.9 The City of Greenville reserves the right to reject any and all proposals, to waive any informalities and to accept the proposal if it seems most advantageous to the City. Any proposal submitted will be binding for ninety (90) days upon opening of the proposal.

4.10 Contractor must complete a new vendor application and associated documents or update an existing profile as required prior to the award of the contract.

5.0 WORKERS' COMPENSATION AND INSURANCE:

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

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

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

Limits:

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

5.3 The consultant shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

5.4 Executed contract documents, insurance certifications, invoices and other information requested are to be sent to:

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

6.0 DAMAGE TO CONTRACTORS' PROPERTY:

- 6.1 Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on City property, the City shall be under no obligation to replace or in any way compensate the contractor for said property.
- 6.2 The successful firm agrees to indemnify or hold harmless City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful proposer to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge City and its Agents from all claims or liabilities arising from or caused by the successful proposer in fulfilling its obligations under this Agreement.
- 6.3 It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the successful proposer, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the

successful proposer's activities and operations while performing those service enumerated herein.

- 6.4 The successful firm shall assume full and complete liability for any and all damages to building improvements, fences, or other City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

7.0 **AMENDMENTS, ADDENDA, OR QUESTIONS:**

- 7.1 **Addendum:** Any changes to the request for proposal will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the City's bid advertisement site. The consultant must acknowledge reading each addendum on the proposal sheet.
- 6.2 **Amendment:** The contract may be amended from time to time through written agreement by both parties.
- 7.3 **Questions:** Any questions regarding this request for proposal must be sent by email to mturner@greenvillenc.gov
- 7.4 **Schedule for questions and addenda:**

Last date to submit a question: Thursday, June 19, 2025, by 5:00 p.m.

Questions will be answered via addenda posted on the City's website answered by: Thursday, June 26, 2025, by 5:00 p.m.

8.0 **E-VERIFY COMPLIANCE:**

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

9.0 **IRAN DIVESTMENT ACT:**

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

10.0 **NON-COLLUSION:**

- 10.1 Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any

other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

11.0 WITHDRAWAL OF PROPOSALS:

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

12.0 REFERENCE INFORMATION:

12.1 All firms must provide a list of three (3) client references of jobs with similar scope and size completed within the last fifteen (15) years. The reference information must include the company's name, a contact person's name with his or her title and their telephone number. Please provide the information on the "Contractor Reference Information" sheet and attach with the proposal sheet.

13.0 CONTRACTOR INFORMATION:

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

14.0 SPECIAL CONDITIONS (FEDERAL):

14.1 No Obligation by the Federal Government.

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14.2 Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14.3 Access to Records.

The following access to records requirements apply to this Contract:

- (1) Where the City is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

14.4 Federal Changes.

- (1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by

reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14.5 Termination for Convenience (General Provision).

- (1) The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

14.6 Termination for Default [Breach or Cause] (General Provision).

- (1) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

14.7 Opportunity to Cure (General Provision).

- (1) The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

14.8 Waiver of Remedies for any Breach.

- (1) In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

14.9 Civil Rights.

The following equal employment opportunity requirements apply to this contract:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (4) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (5) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14.10 Disadvantaged Business Enterprises.

- (1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in*

Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 9.375%. A separate contract goal has not been established for this contract. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

14.11 Incorporation of Federal Transit Administration (FTA) Terms.

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

14.12 Suspension and Debarment.

- (1) This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14.13 ADA Access.

- (1) The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

14.14 Resolution of Disputes.

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

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14.15 Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

14.16 Clean Water.

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14.17 Fly America.

- (1) Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and sub-recipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

14.18 Cargo Preference.

- (1) Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

14.19 Energy Conservation.

- (1) The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

14.20 Safe Operation of Motor Vehicles.

- (1) The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company-leased" refer to vehicles owned or leased, either by the Contractor or City. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

14.21 Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment.

- (1) The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. The City of Greenville is prohibited from using federal funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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.
- (2) As described in Public Law 115-232, section 889, "Covered telecommunications equipment or services" is:
 - 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.
 - 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.
- (3) The Contractor or subcontractor shall not provide covered telecommunications equipment or services in the performance of this contract.

14.22 Byrd Anti-Lobbying Amendment.

- (1) 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award

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

14.23 Buy America.

- (1) The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the products subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 11758, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

14.24 Recycled Products.

- (1) The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

14.25 Conformance with National Architecture.

- (1) Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

14.26 Federal tax liability and recent felony convictions.

- (1) The contractor certifies that it:

- a. **Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and**
 - b. **Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.**
- (2) **Flow Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.**

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CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her 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, and 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

****Include completed form with submitted proposal****

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- 1. Debarred,
- 2. Suspended,
- 3. Proposed for debarment,
- 4. Declared ineligible,
- 5. Voluntarily excluded, or
- 6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- 2. Violation of any Federal or State antitrust statute, or,
- 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- 1. Equals or exceeds \$25,000,
- 2. Is for audit services, or,
- 3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor: _____

Signature of Authorized Official: _____ **Date** ____ / ____ / ____

Name and Title of Contractor's Authorized Official: _____

****Include completed form with submitted proposal****



Contractor Reference Information

1. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

2. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

3. Company name: _____

Contact person: _____

Title: _____ Phone No. _____

****Include completed form with submitted proposal****



REQUEST FOR PROPOSALS

In compliance with the request for proposals by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

Fleet Expansion Project

Description

Bid

Task Order #1 (100% Design plans suitable for bidding)
(Per specifications) _____

Task Order #2 (Bidding)
(Per specifications) _____

Task Order #3 (Construction Administration)
(Per specifications) _____

Addendum Acknowledgement:

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

Company Name: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

****Include completed form with submitted proposal****

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF GREENVILLE

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

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

This ____ day of _____, 20__.

Signature of Affiant _____

Print or Type Name: _____

State of _____ City of _____

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

Day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

****Include completed form with submitted proposal****

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts**

These instructions shall be included with each solicitation.

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

MWBE Guidelines for Professional Service Contracts

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional Services	4%	4%

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

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

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

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

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

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

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

Sub-Service Provider Utilization Commitment

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

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

Proof of Payment Certification

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

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

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

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

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

****Include completed form with submitted proposal****

Sub-Service Provider Utilization Plan FORM 1

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

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

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

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

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

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

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include either completed "Form 1" OR "Form 2" in submitted proposal****

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

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

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

In making this certification, the Proposer states the following:

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

****Include either completed "Form 1" OR "Form 2" in submitted proposal***

Sub-Service Provider Utilization Commitment

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

We _____, do certify that on the
 _____ we will expend a minimum of _____%

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

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

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

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

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

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

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

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

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

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

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

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

- Replace subconsultant
- Perform work in-house

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

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

The listed MBE/WBE is bankrupt or insolvent.

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

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

If replacing subconsultant:

Name of replacement subconsultant: _____

Is the subconsultant a certified MWBE? Yes No

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

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional subconsultant*

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

**If adding additional subconsultant:*

Is the subconsultant a certified MWBE? Yes No

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

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval **Y** **N**

Date _____

Signature _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Pay Application No. _____
Purchase Order No. _____

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

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

Date: _____

Certified By: _____ Signature: _____

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

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

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

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

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

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

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

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

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

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

Pertinent Nondiscrimination Authorities

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

Addendum No. 1

Project Name: Fleet Expansion Project	Project No.: RFP 24-25-48
Prepared By: Michael Turner	Date: June 26, 2025

Clarifications & Requirements:

1. Work will begin with an executed contract and the issuance of a notice to proceed letter.
2. The contractor must acknowledge reading each addendum in the spaces provided on the proposal sheet per instructions on page 11, item #7.1.
3. Proposals will be received by the City of Greenville until **Thursday, July 10, 2025, at 2:00 pm** via DropBox at the link: <https://www.dropbox.com/request/15Jgk6jq7VDQtDOWDV3d> with the **Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Fleet Expansion Project Proposal** written in the file field in DropBox.

Questions and RFI submitted for discussion by email:

1. Do you anticipate the need for architectural services for this project?
Answer: Yes.
2. If established, could you share the scale of the project – building addition (s.f. area) and/or construction budget?
Answer: The estimated square footage of the building addition is approximately 4,710 square feet. The City of Greenville does not share the budgeted amount for its projects during the solicitation process to support the required competitive nature of the procurement process.
3. Is there a project size/budget that has already been established
Answer: The estimated square footage of the building addition is approximately 4,710 square feet. The City of Greenville does not share the budgeted amount for its projects during the solicitation process to support the required competitive nature of the procurement process.
4. Is there a pre-proposal meeting or is the existing building available to visit? Are there existing “as-built” drawings of the building?
Answer: No pre-proposal meeting is planned. Existing building is available to visit. The address is 1500 Beatty Street, Greenville, NC, 27834. Site visit should be scheduled Tuesday-Thursday from 9AM-12PM with Michael Turner at mturner@greenvillenc.gov. No “as-built” drawings of the building exist. Attachment of the floor plan is for general reference only.
5. Is it possible to visit the current facilities?
Answer: Current facilities are available to visit. The address is 1500 Beatty Street, Greenville, NC, 27834. Site visit should be scheduled Tuesday-Thursday from 9AM-12PM with Michael Turner at mturner@greenvillenc.gov.
6. What space needs are anticipated as part of the addition?
Answer: Additional garage bays, office package, and restrooms.
7. Any work in the existing building anticipated?
Answer: Not at this time.

8. Any environmental services required?
Answer: City staff will handle all environmental services internally.

9. What is the location/address?
Answer: 1500 Beatty Street, Greenville, NC 27834

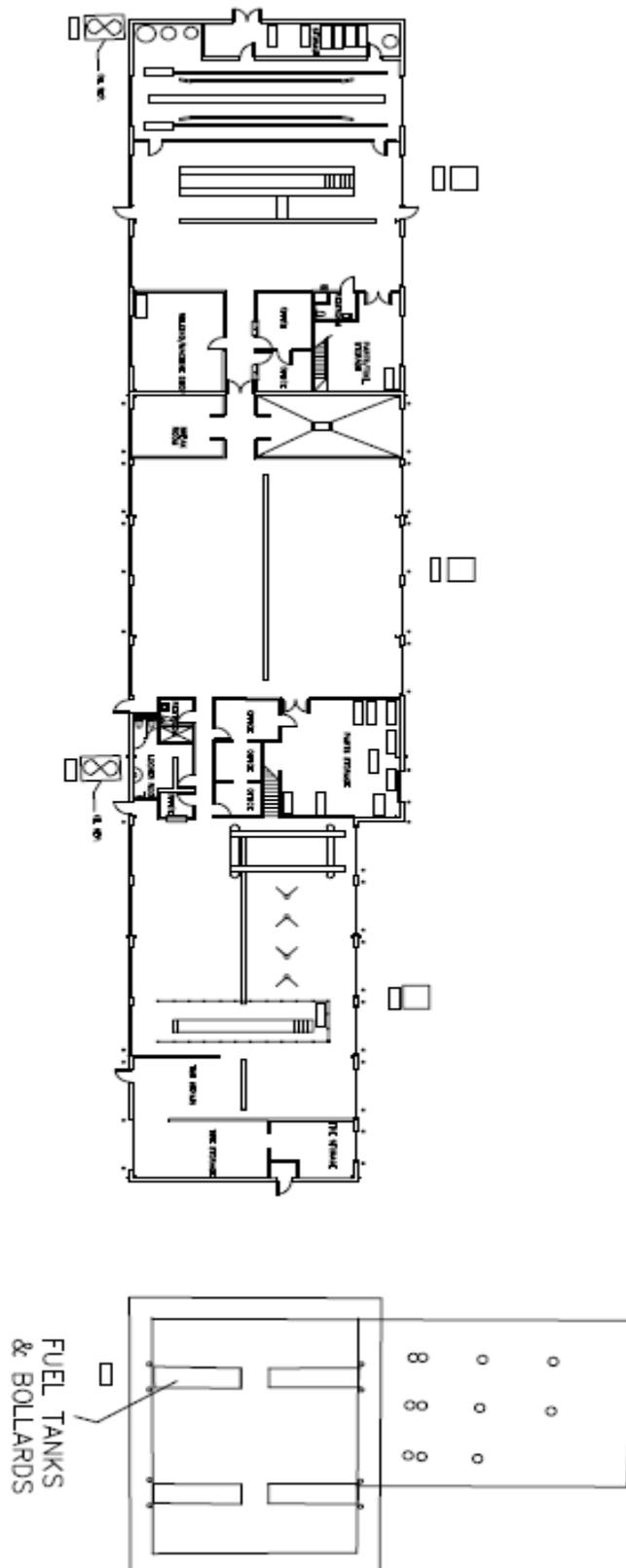
Attachments:

1. Floor plan

Sealed proposals will be received by the City of Greenville by Thursday, July 10, 2025, at 2:00 pm via DropBox at <https://www.dropbox.com/request/I5Jgk6jq7VDQtDOWDV3d> with the Company Name, Attention: Michael Turner, and the words City of Greenville Public Works Department Fleet Expansion Project Proposal written in the file field in DropBox.

Proposals will not be opened and read aloud but will be reviewed and scored by Staff and contracts will be awarded at a later date.

Attachment 1. Basic floor plan, as changes have been made, for general reference only



End of Addendum No. 1

JKF Architecture PC
Vendor Number: 4759

Munis Contract # _____

Exhibit B: Consultant’s Proposal



July 7, 2025

Mr. Michael Turner, Building Facilities Coordinator
Public Works Department
City of Greenville, North Carolina
1500 Beatty Street
Greenville, NC 27834

RE: City of Greenville Public Works Department Fleet Expansion Project

Dear Mr. Turner,

It is my pleasure to submit, JKF Architecture, to provide architectural and engineering design services to the City of Greenville, North Carolina. Our Team is uniquely qualified for this project given our diverse background, unparalleled familiarity with the City of Greenville, and knowledge of Fleet Services Building specifically, thanks to our recent completion of plans to expand the facility. By choosing JKF Architecture, you will receive:

- Expert experience designing specialized public buildings for the City of Greenville;
- A strong portfolio of transportation-related public projects;
- An effective **local** presence on-site during the design and construction phase; and
- Our proven ability to commit to your timetable, while completing tasks on-time and within budget.

JKF Architecture is dedicated to working for public organizations in North Carolina and has completed numerous projects for several different state agencies, ten Community Colleges, as well as many local governments. JKF Architecture has successfully completed a number of full-service projects for the City of Greenville, such as the Carver Library Renovation and Addition, the Greenville Amphitheater, Inter-generational Center Elevator Addition, and the River Birch Tennis Center. You are assured continuity through the entire design and construction process, derived through John Farkas' dual role as the City's single Point-of-Contact and the Principal Architect of JKF Architecture. This model of collaboration streamlines communication, protects your interests at all times, and ensures high-caliber results.

As part of our annual services contract with the City of Greenville, JKF Architecture recently performed preliminary design services for an addition to the Fleet Services Building. Design concepts focused on optimizing vehicle circulation, expanding maintenance bays, improving parts storage, and enhancing staff workspaces, all while maintaining alignment with budget parameters and municipal facility standards. The preliminary design package included detailed schematic layouts, conceptual elevations, and cost estimation to support planning and decision-making. This foundational work has positioned the project for a seamless transition into the next phase of full architectural and engineering design services. JKF Architecture remains committed to delivering a functional, durable, and cost-effective facility tailored to the City of Greenville's fleet management needs.

Our Design Team is committed to creating built-environments that maximize operational efficiency, keep visitors and employees safe, and reflects positively on the organization that built it. We will maintain a significant presence at the site throughout any project as we develop and implement design solutions. We look forward to the opportunity to review our qualifications and the level of commitment we will bring to the City of Greenville with you and the selection committee.

Sincerely,

John K. Farkas, AIA LEED AP
President and Principal Architect

Brian A. Farkas, MPA
Director of Development and Client Relations

TABLE OF CONTENTS

Please use the following Table of Contents to navigate JKF Architecture's Statement of Qualifications.

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John K. Farkas, AIA, LEED AP (Center Right)
2018 Nominee for Small Business Leader of the Year
Greenville-Pitt County Chamber of Commerce



Greenville, NC Amphitheater
Designed by JKF Architecture

NON-COLLUSION

I, John Kalman Farkas, hereby affirm that I have not engaged with any City employees, other person, corporations, or firms relating to this bid, Statement of Qualifications or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: John K. Farkas



PROJECT APPROACH AND SUMMARY

We understand the commitment it takes to complete projects as important as this. JKF Architecture will ascertain and prioritize all of the goals for completion of any project for the City.

Our mission is to understand all the parameters that affect the day-to-day operations of the Fleet Services Building to make sure the addition's final designs reflect the needs of the City. Whether it's civil, structural, mechanical, electrical, plumbing, or HAZMAT, our engineering consultants are integrated into JKF Architecture's design process from the beginning of a project. We have worked successfully with many of our engineering consultants for over 20 years.

Project timeline and Early Work:

The first steps of any process is developing a milestone schedule that the City can count on. JKF Architecture will commit to meeting this schedule and providing the necessary resources to complete the project on time and within budget. Many key factors in developing an effective schedule include site analysis and availability, agency approvals, and ultimately final design and implementation.

JKF Architecture will meet with the intended users to confirm the Owner's needs for any project and confirm operational and design parameters. Our *completely integrated* engineering consultants join us as an important part of this early phase of any project. JKF Architecture will meet with the City's diverse stakeholders, as identified by the Owner, to plan and confirm goals that meet the operational and aesthetic parameters of the project. Our Design Team will: 1) Develop a "Turn-key" budget breakdown; 2) develop and identify all programmatic spaces, their sizes, and their character; 3) confirm existing survey and geotechnical investigations; 4) identify critical building code, agency approvals, and local zoning issues; 5) identify sustainable design options; and 6) deliver early design concepts to help secure project support and move forward.

JKF Architecture stands ready to work with the City, as well as our HAZMAT testing and mediation design consultant, *Matrix Health & Safety*, to mitigate any impacts on the project timeline.

Our design methodology emphasizes functionality, durability, and cost-effective implementation—principles that will guide every technical decision as we develop specifications, engineering coordination, and constructability reviews. JKF will work in close collaboration with civil, structural, MEP, and specialty consultants to deliver a cohesive and code-compliant facility. Our team is committed to preserving the integrity of the design intent while navigating any owner-directed changes, and we will work proactively to maintain schedule alignment and budget control as the project moves toward bidding and construction.

Exterior Design Concept:

Exterior upgrades to the buildings vary, with improving ADA accessibility, entrance doors, windows, any moisture problems, and the existing roof we will be delivering the addition to. Securing the Fleet Services Building's overall envelope is a priority as well.

As illustrated in our preliminary work, the exterior design of the Fleet Services Building addition will prioritize functionality, durability, and visual cohesion with the existing facility and surrounding municipal campus. JKF Architecture will utilize a palette of cost-effective, low-maintenance materials - such as pre-finished metal panels, masonry, and architectural concrete block - that offer long-term performance in an industrial setting. Where appropriate, we will integrate elements such as canopies, sunshades, and strategic landscaping to improve the building's appearance, mitigate heat gain, and contribute to a well-organized and professional municipal complex. Above all, JKF Architecture wants to make sure that our final design solution for the Fleet Services Building is one the entire Greenville community can be proud of, and users walk feel is truly tailored to fit the specific mission of the City.

Interior Space Configuration and Efficiency of Operations:

The interior design of the Fleet Services Building addition will be guided by functionality, durability, and the specific operational needs of fleet personnel. JKF Architecture will specify industrial-grade materials and finishes that withstand heavy use, are easy to maintain, and meet safety standards - such as slip-resistant flooring, impact-resistant wall finishes, and moisture-tolerant surfaces in high-traffic areas. Spaces will be planned to support efficient workflows and clear separation between administrative, mechanical, and support functions.



PROJECT APPROACH AND SUMMARY (Continued)

Managing Traffic Flow and Parking On Site:

A key component of JKF Architecture's ongoing design strategy is the careful management of traffic and parking flow on the site where the Fleet Services Building addition will be constructed. During preliminary design, our team conducted a detailed site evaluation to assess how vehicular movement, particularly of large service vehicles, interacts with existing operations. We identified critical circulation patterns and pinch points to inform a layout that supports safe, efficient ingress and egress for fleet traffic while minimizing conflicts between vehicles, staff, and equipment. Our proposed site improvements will include dedicated access points, clear directional signage, and well-defined circulation loops to streamline movement and reduce operational delays.



Parking and staging have also been thoughtfully addressed in our design approach. We've allocated adequate space for staff and visitor parking while ensuring that fleet vehicle storage, maintenance staging, and loading areas are logically separated and easily accessible. JKF Architecture will coordinate closely with civil engineers and city staff to finalize grading, access, and striping plans that align with safety standards, zoning requirements, and the city's long-term maintenance needs.

Energy Efficiency and Keeping Maintenance Costs Low:

JKF Architecture will ensure that maintenance and operations considerations are discussed on Day One of the design process. JKF Architecture can perform Life-Cycle Cost Modeling of building systems options most appropriate to this project. Our discussions and selections depend on the City's capacity and Life-Cycle Cost Models so the long-term, informed decision can be made.



The plumbing, mechanical (HVAC, etc.), and electrical considerations will be fully accounted for early in the project. For example, we will ensure that specialized rooms that carry more energy load (computer labs, etc.) are adequate. As a reminder, JKF Architecture and our engineering consultants maintain LEED-accredited professionals on staff and are fully prepared to execute the requirements of certification, as directed by owner.

Safety and Security Components:

The safety of all visitors in a public working environment - especially a high-hazard workspace like the Fleet Services Building - should be a top priority during design. Protecting people, property, and assets at all times is critical. JKF Architecture understands this necessity and has worked to ensure it has the skills, expertise, and perspective to anticipate client needs.

Whether we are designing a community center, transportation facility, police stations, school, government, or commercial building, JKF Architecture is proud to incorporate this additional service and go the extra mile to keep people safe, maximize efficiency, and protect your investments.

Workload and Ability to Meet Schedule:

Based on our workload, JKF'S Team can successfully deliver any project to the City of Greenville. We are operating at 50% design capacity, leaving plenty of available resources to complete any project fully. Current state-awarded projects include work with Beaufort, Craven, Edgecombe, Pitt, and Sampson Community Colleges. JKF Architecture is also completing work for the NC Departments of Public Safety, and Transportation. Most of these projects are on the construction administration phase, giving our design team the ability to focus fully on the City's needs.

JKF Architecture is confident that we can deliver this project on time. Our track record of project delivery, with minimal change orders, is second to none. Please note our ability to execute a project successfully is subject to the availability of the project steering committee, stakeholders, governing bodies, etc.



RECENT EXPERIENCE WITH PROJECT COSTS AND SCHEDULES

JKF Architecture is proud of its record for controlling both costs and schedules. Through tenacious administration of the construction contract, our Team has developed a reputation and track record of effectiveness in delivering completed client projects on time and within budget.

Project:	Budget	Bid	Change Orders	%
Sampson CC New Welding Building	\$ 4,192,735	\$ 3,022,955	\$ 116,874	3.87%
Craven CC Barker Hall Renovation	\$ 1,197,030	\$ 976,900	\$ (113,770)	-11.65%
Hertford County Government Aging Council and Bd. Of Elections Renovation	\$ 493,184	\$ 493,000	\$ 15,352	3.11%
Hertford County Government Social Services Renovation	\$ 2,285,357	\$ 2,208,000	\$ 180,240	8.16%
Pitt CC New Science Building	\$ 16,987,000	\$ 14,081,000	\$ 527,852	3.75%
Pitt CC Student Center, Phase II	\$ 2,730,000	\$ 2,825,000	\$ 8,000	0.28%

CONSTRUCTION ADMINISTRATION CAPABILITIES

JKF Architecture's construction administration record is second to none. As Project Architect and Principal, John Farkas will be the Owner and Contractor's sole point-of-contact throughout the entire project, with redundancy provided by multiple members of the team. This continuity ties the design and construction process together, enhances quality control, and reduces miscommunication during construction. Our philosophy has been deemed successful by the three Certificates of Merits received from the North Carolina State Building Commission.

If there is a true issue with the design, then our process gives the Architect an opportunity to provide a practical, cost effective design solution. In conjunction with our highly successful design approach, our construction administration philosophy allows us to represent the Owner's interests at all times, mitigates "design flaws," and prevents "value engineering."

PROXIMITY TO AND FAMILIARITY WITH THE PROJECT AREA

Our Team is familiar with the City of Greenville, having completed a number of projects for the City over the past few years. JKF Architecture can maintain the necessary presence during both design and construction. We will visit the site regularly during construction and will be quickly available to the site within 8 minutes should any critical issues arise.

HISTORY OF MAJOR TECHNICAL OR LEGAL PROBLEMS

All JKF Architecture projects have been completed without any major technical or legal problems.

OTHER FACTORS THAT MAY BE APPROPRIATE FOR THIS PROJECT

Our reputation for satisfying the requirements of the State Construction Office is highly regarded and JKF Architecture's strong relationship with the agency is an asset to the City of Greenville through the life of this entire project.

References:

Mr. Latif Kaid, PE
Retired Director of Design
State Construction Office
(919) 291-2449

Mr. Kevin Howard
County Manager
Chowan County
(252) 482-8431

Mr. Ricky Hill
Director of Facilities Services
East Carolina University
(252) 328-6776

Mr. David Varel, PE
Project Manager
NC Dept. of Transportation
(919) 707-4543

Dr. Bill Starling
President
Sampson Comm. College
(910) 900-4001

Mr. Doug Edwards
Retired Project Monitor
State Construction Office
(252) 290-0252



QUALIFICATIONS OF THE FIRM

JKF Architecture was founded in 1998 by John K. Farkas, AIA in Greenville, North Carolina. John is a licensed architect in North Carolina, South Carolina, Virginia, and New Jersey, with over 25 years experience in Eastern North Carolina. Over time, JKF Architecture has evolved into a six-person firm serving a diverse range of public agencies and clientele throughout North Carolina. All work will be performed locally out of the Greenville office.



JKF Architecture has successfully completed numerous projects involving a diverse portfolio of master plans, **new construction**, additions, alterations, and renovations. These projects have included public, religious, institutional, historically significant, residential, and commercial facilities.



In addition, we have completed numerous specialty projects involving roof replacements, ADA accessibility studies and implementation plans, building programming, and facility assessments.



The success of JKF Architecture can be attributed to our commitment to providing a unequalled level of personalized and effective professional services. Our experience has taught us that a successful project depends on an architect's ability to take the time to understand the client, insure their needs are translated into effective documents, and a tenacious approach to managing the implementation during construction.

Regardless of size or scope, JKF Architecture is uniquely qualified to deliver the new Allied Health Services Building to Pamlico Community College. Our references, available in this Statement of Qualifications, will attest to our Design Team's competence and ability to get the job done.

PRE-DESIGN SERVICES:

- Advanced/Comprehensive/Master Planning Services
- Existing Building Assessment, Code Assessment
- Energy and Sustainability Evaluation
- Life-cycle Cost Analysis and Modeling
- Long Range and Master Planning
- Project/Building/Space Programming and "Turn-key" Budgeting
- Building Envelop Evaluations, Remediation Strategies, and Implementation Plans

DESIGN SERVICES:

- Schematic Design
- Design Development
- Construction Documentation
- Bidding
- Construction Administration
- Project Close-out
- Post-Construction Services

ADDITIONAL SERVICES:

- Energy Efficiencies and Sustainability (LEED, etc.)
- Day-lighting and Cost-Benefit Modeling
- Accessibility Studies, Removal of Barriers
- Project Management
- Interior Design and Furnishing Procurement
- Project Estimating and Budgeting
- Renderings/3D Modeling/Visualizations



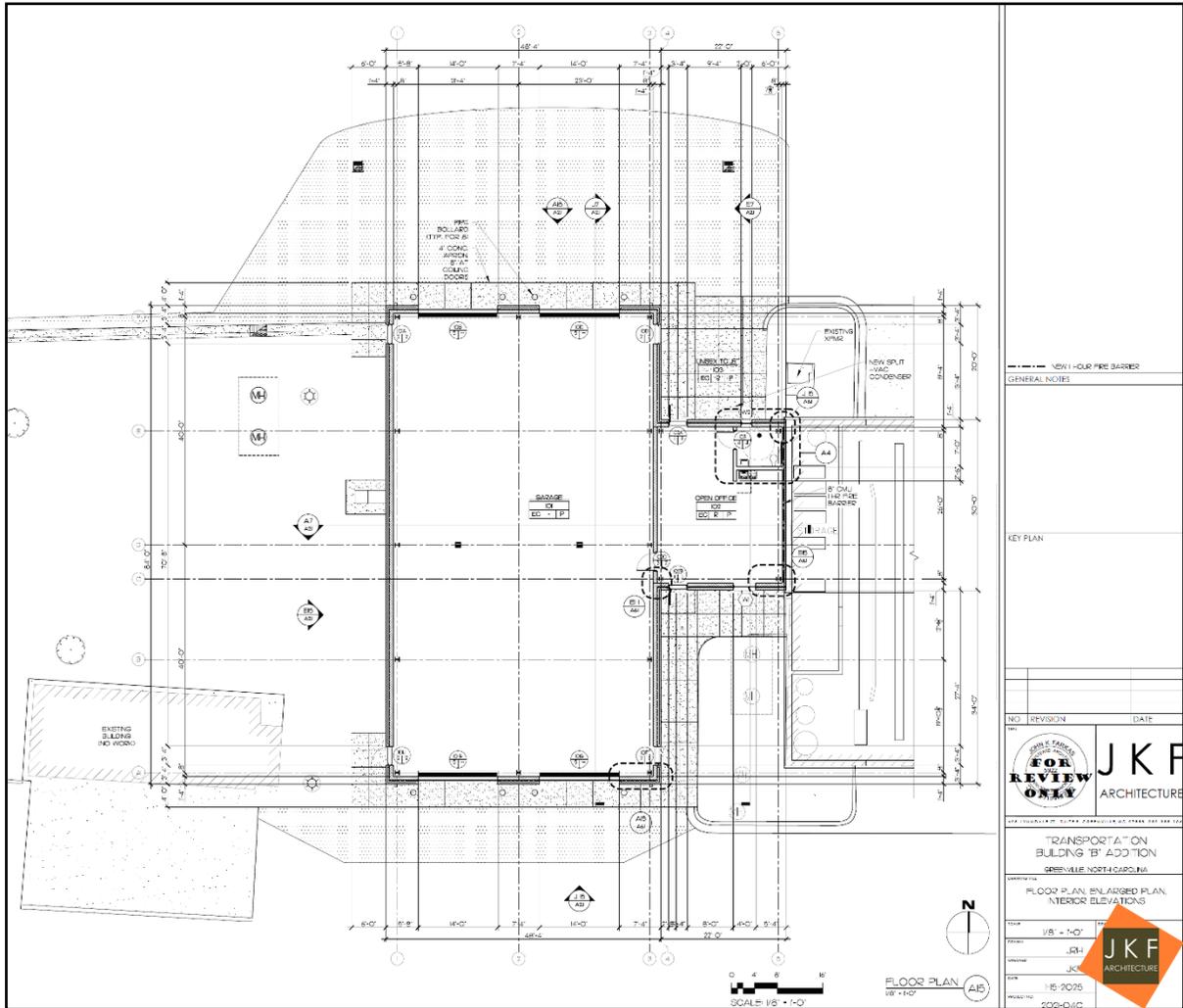
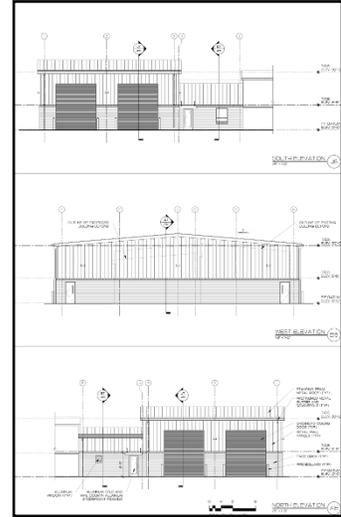
QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture has significant experience delivering specialized projects for government organizations across Eastern North Carolina, including the City of Greenville.

City of Greenville, Public Works Department Fleet Expansion Project:

JKF Architecture was engaged by the City of Greenville to perform preliminary design services through Design Development for an addition to the Fleet Services Building. As part of this phase, our team conducted a thorough site evaluation and programmatic analysis in close coordination with city staff and departmental leadership. JKF assessed operational workflows, existing facility constraints, and future service needs to inform a responsive and efficient layout. Initial design concepts focused on optimizing vehicle circulation, expanding maintenance bays, improving parts storage, and enhancing staff workspaces—while maintaining alignment with budget parameters and municipal facility standards.

The preliminary design package was developed through the Design Development Phase. Pending and Owner changes, the project is ready to progress to Construction Documents. (Client Contact: Kevin Mulligan at 252-329-4521)



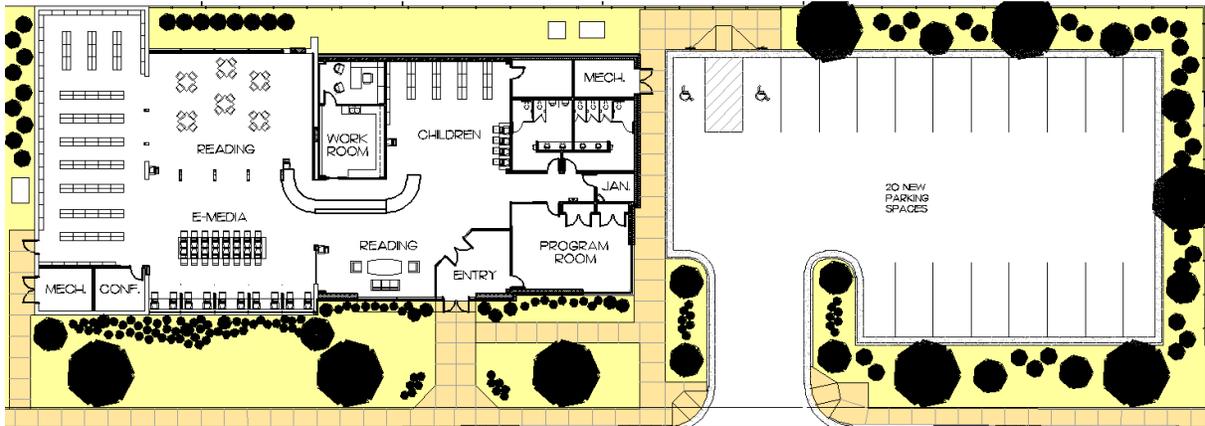
QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture has significant experience delivering specialized projects for government organizations across Eastern North Carolina, **including the City of Greenville.**

City of Greenville, George Washington Carver Public Library Renovation and Addition:

The City of Greenville, NC selected JKF Architecture to complete the renovation of 4,000 SF of existing library space, as well as the addition of 4,200 SF of new space to the Carver Library. Located in West Greenville, library serves a critical service in a traditionally underserved area of the City. The project included a new circulation desk, more efficient layout of library shelves/stacks, as well as new lighting and bathroom upgrades. In addition, JKF Architecture designed a community room as part of the 4,200 SF addition. The community room was designed to allow more visibility both in and out of the building, to enhance security and deter vandalism.

Since completion, the library as emerged as a hub of community activity in West Greenville and has been embraced as point of pride by local area. JKF Architecture delivered this project *on time* and *within budget*.



QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture has significant experience delivering specialized projects for government organizations across Eastern North Carolina, **including the City of Greenville.**

City of Greenville, Town Commons Amphitheater:

JKF Architecture designed and executed the construction of a new outdoor stage and amphitheater for the City of Greenville to replace an old, wooden structure destroyed by 1999 flooding. The new facility included a new greenroom, stage, catwalks, and backstage areas.



City of Greenville, River Birch Tennis Center:

This project included a new 3,200 square foot facility to support functions at the existing tennis courts. The exterior of the building has a wrap around porch with architectural columns and iron railings. The exterior is vinyl clad for easy maintenance. The building includes a Pro Shop, Common Activity Space, and Locker Rooms.



QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture has significant experience delivering specialized projects for government organizations across Eastern North Carolina, **including the City of Greenville.**

City of Greenville, Hooker Road Facility Addition:

Project included study of façade improvements for conversion of an old car dealership to offices for the City's Facility Services Office. Included multiple options for fenestrations, exterior materials, entrance canopies, and roof improvements. Completed June 2014.



QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture has significant experience delivering specialized projects for government organizations across Eastern North Carolina, **including the City of Greenville.**

City of Greenville, Intergenerational Center Elevator Addition:

Developed from a feasibility study prepared by JKF Architecture, the City of Greenville selected Design Team to complete construction documents and spearhead construction. The overall project cost was \$200,000 and was completed *on time* and *within budget*. Addition included a new, three-stop hydraulic elevator, new code compliant stair tower, and various accessibility upgrades.



QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture's Design Team has significant experience delivering specialized public projects to North Carolina state agencies, local governments, universities, and community colleges.

NC Department of Transportation (NC DOT), New DMV-State Highway Patrol Building:

JKF Architecture was selected by the North Carolina Department Transportation (NCDOT) for the design of this 20,000 SF building, located along NC Highway 264 in Greenville. This facility serves as a joint center of operations for the local DMV, License and Theft, as well as State Highway Patrol. Many of the operations included in this building, such as State Highway Patrol, have regional responsibilities/jurisdictions that impact the entire Eastern North Carolina region. JKF Architecture effectively worked with all the various stakeholders to develop a design solution that helps each organization, as well as auxiliary units, achieve its mission.

The building includes a central lobby for visitors, with modern wayfinding to enhance customer service. Each stakeholder group has its own area equipped with offices, bathrooms, meeting space, armory (where applicable). The building also has a large flexible meeting space, which can host a variety of large-scale function, including serving as a base of operations during emergencies. The project also includes the construction of a 10,000 SF pre-engineered metal building adjacent to the primary facility, which will serve as an automotive workshop for all the stakeholder groups. The land also includes small storage sheds for supplies, fuel distribution depot, and a large CDL track. (Client Contact: David Varel at 919-707-4543)



QUALIFICATIONS OF THE FIRM - RELEVANT EXPERIENCE

JKF Architecture has significant experience delivering specialized, public projects for government organizations across Eastern North Carolina.

Hertford County Government, Department of Social Services Renovation:

JKF Architecture was selected by Hertford County to completely renovate the 23,000 SF Social Services Department, which occupied the entirety of the building located in Winton, North Carolina. The comprehensive renovation included a centralized circulation/reception desk, new conference rooms, new offices that balance safety and transparency with privacy needs, new lobby, staff workrooms, records rooms, as well as both public and staff only bathrooms.

JKF Architecture delivered this project in *on time* and *within budget*.



QUALIFICATIONS OF STAFF - DESIGN TEAM

JKF Architecture and our engineering consultants have a combined staff of over 20 people that are fully committed to the success of this project. Our project team represents all the necessary disciplines required and worked successfully together on many other specialized projects across North Carolina.



"Our philosophy is simple. Your architect should be there to personally meet all your needs throughout the entire design and construction process."

-John Farkas



John K. Farkas, AIA, LEED AP
North Carolina License No. 5922

Principal and Project Architect

Mark Ziegler, Lead Architectural Designer
Mallory Dawson, Architectural Designer
John Herridge, Architectural Designer
Jackie Farkas, Administration and Interior Designer
Brian Farkas, MPA, Director of Client Relations and Development



Matrix Health & Safety

Raleigh, NC
C. Britt Webster, CIH

HAZMAT Testing and
Remediation Design



Rivers & Associates, Inc.

Greenville, NC
Steve Janowski, PE

Civil Engineering Design



NRW Engineering

Virginia Beach, VA
Kevin Roomsburg, PE

Structural Engineering Design



Atlantec Engineers, PA

Raleigh, NC
Jim DelPapa, PE

Mechanical, Electrical, and
Plumbing Engineering Design

Document Quality Control and Coordination of the Various Disciplines:

We maintain "living" and up-to-date documentation of all our projects that form the basis for our library procedures and techniques that work. Consultants are engaged continuously throughout the process. We use CONDOC and project keynotes to increase coordination between drawings and specs. We may also use REVIT to increase coordination.

CURRENT WORLOAD AND STATE PROJECTS AWARDED

Based on our current workload, JKF Architecture can deliver any project, large or small, to the City of Greenville. We are operating at 50% design capacity with many current projects already in construction, leaving plenty of available resources to complete any project fully.

State-awarded projects include current work with Elizabeth City State University, Beaufort, Craven, Edgecombe, Pitt, and Sampson Community Colleges. JKF is also completing work for the Department of Health and Human Services.



QUALIFICATIONS OF STAFF - PROJECT TEAM LEADER



John K. Farkas, AIA, LEED AP

John K. Farkas is the principal of JKF Architecture and will serve as your project architect throughout this project.

JKF Architecture's principal-driven approach:

- Ensures continuity from start to finish;
- Builds client trust and confidence;
- Enables clients to make the right decisions, quickly;
- Mitigates financial exposure and cost overruns; and
- Streamlines the planning, design and construction process.

EDUCATION

- Bachelor of Architecture, May 1984
New Jersey Institute of Technology
- Bachelor of Science Civil Engineering, May 1985
New Jersey Institute of Technology

PROFESSIONAL CERTIFICATIONS

- Registered Architect (#5922) in North Carolina (1990) New Jersey (1987), Virginia (1994), and South Carolina (2000).
- Certified with National Council of Architectural Registration Board.
- LEED-AP (2006)
- Licensed Professional Planner in NJ (1988)

PROFESSIONAL ORGANIZATIONS

- Member, American Institute of Architects (AIA)
 - Director, AIA N. Carolina, 1996 and 1998
 - Secretary, AIA N. Carolina, 1997
 - President, AIA N. Carolina Eastern Section,
- Member, US Green Building Council
- Founder ands Chair, N. Carolina Young Architects Forum, 1993-1995.

PROJECT EXPERIENCE

Town of Ayden Fire and Rescue Building
Town of Ayden Town Hall Renovations
Beaufort Community College Master Plans
Beaufort Comm. College Campus Improvements
Beaufort Comm. College New BLET Building #10
Beaufort Comm. College Public Service Bldg. #11
Beaufort Comm. College Allied Health and Nursing
Chowan County DF Walker Building Renovation
City of Greenville River Birch Tennis Center
City of Greenville Police Evidence Storage Building
City of Greenville Carver Library Addition and Renovation
City of Greenville Town Commons Amphitheater
Craven Community College Barker Hall Renovation
DHHS Caswell Center Bathroom Renovations- Phase I
DHHS O'Berry Center ELC-1 Renovations (Goldsboro)
DHHS O'Berry Center ELC-2 Renovations (Goldsboro)
DHHS O'Berry Center ELC-4 Renovations (Goldsboro)
DHHS Wilson Special Care Center Renovations
ECU West End Dining Hall Renovation
ECU Academic Success Center Renovation
ECU Dance Studio (Awaiting Funding)
ECU Garrett Door Replacement
ECU Wright Auditorium Window Replacement
ECU Cotton & Fleming Hall Window and Door Replacement
Hertford Co. Government Social Services Renovation
Hertford Co. Schools High School Cafeteria Addition
NCDOT New DMV/SHP Building (Greenville)
NCDOT Currituck Welcome Center
NCDOT Craven County Rest Area
NC Nat'l Guard Edenton/Elizabeth City Armory Renovation
NC Public Safety SBI Building #16 Renovation
Pitt Community College Humber Building Renovation
Pitt Community College New Student Center
Pitt Community College Greenville Center Renovation
Pitt Community College Simon Building Addition
Pitt Community College Russell Academic Classroom Bldg.
Pitt Community College New Science Building
Town of Winterville New Police, Fire, and Rescue Building
Town of Winterville New Library Building



SCHEDULE OF IMPLEMENTATION

A detailed schedule of implementation has been included in a separate section (Project Approach) of this submission. That schedule outlines key milestones and critical coordination points to ensure an efficient and timely project delivery aligned with the City's goals.



CERTIFICATION REGARDING LOBBYING FORM

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her 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, and 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, JKF Architecture PC, certifies or 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. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
John K. Farkas, AIA
President and Principal Architect Name and Title of Contractor's Authorized Official
07/07/2025 Date

Include completed form with submitted proposal



GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor: JKF Architecture PC

Signature of Authorized Official:  **Date** 07 / 07 / 2025

Name and Title of Contractor's Authorized Official: John K. Farkas, AIA | President and Principal Architect

****Include completed form with submitted proposal****



CONTRACTOR REFERENCE FORM



Contractor Reference Information

1. **Company name:** Sampson Community College
Contact person: Dr. Bill Starling
Title: President **Phone No.** (910) 900-4001

2. **Company name:** Chowan County Government
Contact person: Kevin Howard
Title: County Manager **Phone No.** (252) 482-8431

3. **Company name:** North Carolina Department of Transportation
Contact person: David Varel
Title: Capital Projects Mgr. **Phone No.** (919) 707-4543

****Include completed form with submitted proposal****



REQUEST FOR PROPOSAL



REQUEST FOR PROPOSALS

In compliance with the request for proposals by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment and labor as provided in the above-mentioned specifications.

Fleet Expansion Project

<u>Description</u>	<u>Bid</u>
Task Order #1 (100% Design plans suitable for bidding) (Per specifications)	Please see JKF Architecture's Hourly Rate Schedule.
Task Order #2 (Bidding) (Per specifications)	Please see JKF Architecture's Hourly Rate Schedule.
Task Order #3 (Construction Administration) (Per specifications)	Please see JKF Architecture's Hourly Rate Schedule.

Addendum Acknowledgement:

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

Company Name: JKF Architecture PC

Signed: B. A. Farkas

Print Name: Brian A. Farkas, MPA

Title: Director of Client Relations and Development

Date: July 7, 2025

****Include completed form with submitted proposal****

In accordance with North Carolina G.S. 143-64.31, no work product or design may be solicited, submitted, or considered as part of the qualifications-based selection process. The state statute was passed in 1987 following the passage of similar Federal legislation - the Brooks Act - in October 1972.

-Brian Farkas, MPA



E-VERIFY COMPLIANCE

STATE OF NORTH CAROLINA
CITY OF GREENVILLE

AFFIDAVIT

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

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

This 7th day of JULY, 2025.

Signature of Affiant B.A. Farkas

Print or Type Name: Brian A. Farkas, MPA

State of North Carolina City of Greenville

Signed and sworn to (or affirmed) before me, this the 7th

Day of July, 2025

My Commission Expires:

06/30/2026
06/30/2026

Charlene A Silver
Notary Public



****Include completed form with submitted proposal****



Sub-Service Provider Utilization Plan FORM 1

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

We JKF Architecture PC, do certify that on the
(Company Name)
RFQ # 24-25-48 we propose to expend a minimum of 0 %
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of 10 % of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work
NRW Engineering 748 Lord Dunmore Drive, #101 Virginia Beach, VA (757) 474-0612	F	Structural Engineering	10%

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

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

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

Date: July 7, 2025

Name & Title of Authorized Representative John K Farkas, AIA, LEED AP | President and Principal Architect

Signature of Authorized Representative 

JKF Architecture is fully committed to satisfying the City of Greenville's requirements relating to Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE). Our Firm shall take all necessary and reasonable steps in accordance with the regulations (to ensure that these entrepreneurs have the maximum opportunity to compete for and perform subcontracts. We also, as a standard practice, regularly meet all State and local W/MBE requirements on all of our projects.

In addition, we are also well-experienced in managing the Davis-Bacon Act on behalf of clients in order to meet Federal Wage requirements.



IRAN DIVESTMENT ACT

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

Name of Contractor, Vendor or Bidder: JKF Architecture PC

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.



Signature

07/07/2025
Date

John K. Farkas, AIA, LEED AP
Printed Name

President and Principal Architect
Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

When a bid is submitted When a contract is entered into (if the certification was not already made when the vendor made its bid) When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.



JKF Architecture 2025 PRICE SCHEDULE

Please see JKF Architecture's Hourly Rate Schedule for 2025 below:

Principal Architect	\$175
Project Architect	\$175
Intern Architect	\$90
Designer III	\$95
Designer II	\$70
Designer I	\$55
Administrative/Director of Client Relations and Development	\$85
Reimbursables (Printing, copies, reproduction, etc.)	Cost
Consultant Mark-up	20%
Mileage (current Federal Rates)	\$.67



October 7, 2025

Mr. Kevin Mulligan, PE, Director
City of Greenville Public Works
1500 Beatty Street
Greenville, NC 27834

RE: Transportation Building "B" Fleet Management Addition
Full Service Fee Proposal (Revised)
JKF Project 2021-04C

Dear Mr. Mulligan:

Thanks you for selecting JKF Architecture to complete the above project. Please accept this letter as our proposal to prepare Design Development Documents for the Addition to the Transportation "B" Building.

SCOPE OF WORK

The Scope of the Work is as shown on the Design Development Plans and Narrative prepared by JKF Architecture dated February 12, 2024. At that time the project included a 1-bay and office solution with a 2nd bay as an alternate bid.

Based on our kick-off meeting of August 20th, we were requested to include the 2nd bay and add approximately 645 SF of additional office. The addition will therefore have a total area of 5,365 GSF. This increases the overall budget for the project to \$2,623,520 (See Attached Estimate).

PROPOSED SERVICES

JKF ARCHITECTURE will update the Design Development Drawings to reflect the requested scope, update Outline Specifications, update Cost Estimate, and Updated Narrative. This includes the Design Development Services of Civil, Structural, Plumbing, HVAC, and Electrical including Fire Alarm. The Owner will approve the Design Development Package upon submittal.

Once Owner approves the Design Development re-submittal, JKF ARCHITECTURE, PC, will prepare Construction Documents including Drawings, Project Manual, and update Cost estimate.

Once Owner approves Construction Documents we will assist in the Bidding of the project including conducting Pre-Bid Conference, issuance of Addenda as needed, conduct Bid opening, evaluate Bids, and make recommendation to award. We will assist in the preparation of the Contracts, but they will be executed via DocuSign by the Owner.

Once contracts are fully executed we will facilitate a pre-construction conference, conduct monthly progress meetings, review shop drawings, review contractor pay applications, review change order requests and process change order if justified, issues clarifications as required, respond to contractor RFI's, visit the site weekly (up 30 visits), perform one pre-final inspection upon written notification of the contractor, one final inspection upon written notification of the contractor.

Close-out shall include preparation of record drawings (PDF File and CADD FILES) based on contractor as-builts and known clarifications and changes. Assemble O&M Manuals and warranties, final pay applications, and certifications.

PROPOSED FEE

We propose a lump sum fee of **\$171,848**, which is broken down by phase on the attached estimate. This includes credits for the work performed through Design Development under previous Task Orders, and an add for adding the additional scope, repackaging of the Base Bid of the project, and the year delay since DD was completed.

ESTIMATED PROJECT COST

Based on the updated Design Development estimate prepared by JKF Architecture, PC, dated September 2, 2025, the estimated total project cost is \$2,623,520.

This estimates has combined the Base and Alternate Bid into a single project with no alternates, added the additional square footage requested for the Office Area, and added additional escalations to the project in lieu of changing all the unit costs.

PROPOSED CONSULTANTS:

- Rivers & Associates, Civil Engineering, Greenville, NC
- Atlantec Engineers, PME Engineers, Raleigh, NC.
- Nesar & Roomsburg, Structural Engineers, Virginia Beach, VA

PROPOSED DESIGN SCHEDULE:

Complete Design Development update within 45 days of Notice to Proceed and executed Contract.

Complete Construction Documents within 75 days of Notice to Proceed. After that we will coordinate bid dates with you and release for bids.

OTHER:

- a) In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.
- b) The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.
- c) Architectural Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's and Consultant's hourly rates when the services are performed.
- d) This proposal is valid for 45 days, after which, the proposed fee and project design schedule may be adjusted, amended, or invalidated.

If this proposal is acceptable, please have it attached to the Standard Agreement for Consultant Services as EXHIBIT B. If you require any further information, please contact me at your convenience.

Sincerely,



John K. Farkas, FIA LEED-AP
President

xc:

- Devin Thompson

Attachments:

- None

File: a:\projects-2021\2021-04\2021-04 c\013-003 0 r1.docx

DIVISION 1	QTY	LABOR UNIT COST	LABOR COST	MATL. UNIT COST	MATL. COST	UNIT	EXTENDED COST
GENERAL							
General conditions	10%					LS	\$93,694.01
On-site Supt.	34	\$1,800.00	\$61,200.00	\$0.00	\$0.00	Weeks	\$61,200.00
Builder's Risk	1.0%					Project	\$9,369.40
Bonds	1.5%					Project	\$14,054.10
							\$0.00
							\$0.00
Division Totals							\$178,317.51
DIVISION 2							
SITEWORK							
Structural Sitemork	1	\$3,618.29	\$3,618.29	\$4,011.10	\$4,011.10	LS	\$7,629.39
Civil Sitemork	1	\$233,700.00	\$233,700.00	\$0.00	\$0.00	LS	\$233,700.00
Demo concrete ramp 3FT WIDE	60	\$50.00	\$3,000.00	\$0.00	\$0.00	LF	\$3,000.00
Demo concrete curb	469	\$10.00	\$4,690.00	\$0.00	\$0.00	LF	\$4,690.00
Demo concrete slab	1,684	\$3.25	\$5,473.00	\$0.00	\$0.00	SF	\$5,473.00
Demo Asphalt	2,788	\$1.50	\$4,182.00	\$0.00	\$0.00	SF	\$4,182.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$258,674.39
DIVISION 3							
CONCRETE							
Concrete per SE Estimate	1	\$17,985.81	\$17,985.81	\$58,365.70	\$58,365.70	LS	\$76,351.51
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$76,351.51
DIVISION 4							
MASONRY							
Face Brick	1901	\$4.50	\$8,554.50	\$13,307.00	\$13,307.00	SF	\$21,861.50
CMU 8"	5938	\$4.25	\$25,236.50	\$29,690.00	\$29,690.00	SF	\$54,926.50
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$76,788.00

DIVISION 5	QTY	LABOR UNIT COST	LABOR COST	MATL. UNIT COST	MATL. COST	UNIT	EXTENDED COST
STEEL							
Steel per SE Estimate						LS	\$194,345.50
6" Cold-formed Metal Framing @ 16"oc	1829	\$48,393.41	\$48,393.41	\$145,952.09	\$6,401.50	SF	\$9,327.90
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$203,673.40
DIVISION 6							
WOOD							
Wood blocking (Roof Perimeter)	375	\$0.40	\$150.00	\$4.40	\$1,650.00	LF	\$1,800.00
5/8" Glass-mat Wall Sheathing (Expandable Ext Wall)	1829	\$0.38	\$695.02	\$0.70	\$1,280.30	SF	\$1,975.32
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$3,775.32
DIVISION 7							
THERMAL & MOISTURE							
Metal Wall Panels	4948	\$5.50	\$27,214.00	\$12.00	\$59,376.00	SF	\$86,590.00
Metal SS Roof	5832	\$1.03	\$6,006.96	\$8.00	\$46,656.00	SF	\$52,662.96
2" Rigid Insulation	7893	\$0.12	\$947.16	\$0.85	\$6,709.05	SF	\$7,656.21
6" Rigid Insulation	5832	\$0.12	\$699.84	\$1.46	\$8,514.72	SF	\$9,214.56
1/2" Thermal Barrier (Glass-mat)	5832	\$0.30	\$1,749.60	\$0.78	\$4,548.96	SF	\$6,298.56
Bituminous dampproofing	4991	\$0.50	\$2,495.50	\$0.85	\$4,242.35	SF	\$6,737.85
Self-Adhered Roof Membrane	5832	\$0.10	\$583.20	\$0.25	\$1,458.00	SF	\$2,041.20
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$171,201.34
DIVISION 8							
DOORS & WINDOWS							
Aluminum Window 4x6	4	\$250.00	\$1,000.00	\$750.00	\$3,000.00	EA	\$4,000.00
Aluminum Window 2x2	1	\$285.00	\$285.00	\$1,100.00	\$1,100.00	EA	\$1,385.00
Aluminum FRP Door & Frame	7	\$400.00	\$2,800.00	\$1,500.00	\$10,500.00	EA	\$13,300.00
HM Door & Frame	4	\$200.00	\$800.00	\$450.00	\$1,800.00	EA	\$2,600.00
Door Hardware - Interior	4	\$250.00	\$1,000.00	\$550.00	\$2,200.00	EA	\$3,200.00
Door Hardware - Exterior	7	\$325.00	\$2,275.00	\$1,200.00	\$8,400.00	EA	\$10,675.00
14x16 Overhead Insulated Colling Door	4	\$1,200.00	\$4,800.00	\$18,000.00	\$72,000.00	EA	\$76,800.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$111,980.00

DIVISION 9	QTY	LABOR UNIT COST	LABOR COST	MATERIAL UNIT COST	MATERIAL COST	UNIT	EXTENDED COST
FINISHES							
6" Metal Stud @16"OC	144	\$3.90	\$561.60	\$8.00	\$1,152.00	SF	\$1,713.60
3-5/8" Metal Stud @16"OC	250	\$3.80	\$950.00	\$12.00	\$3,000.00	SF	\$3,950.00
5/8" Gyp. Board Walls	500	\$1.04	\$520.00	\$0.96	\$480.00	SF	\$1,000.00
rubber base	200	\$3.00	\$600.00	\$6.00	\$1,200.00	LF	\$1,800.00
Paint Walls	9000	\$0.35	\$3,150.00	\$0.42	\$3,780.00	SF	\$6,930.00
Seal Concrete floor	4720	\$0.45	\$2,124.00	\$0.75	\$3,540.00	SF	\$5,664.00
APC 2x2 Grid	1000	\$0.58	\$580.00	\$5.34	\$5,344.00	SF	\$5,924.00
5/8" Glass-mat Interior of Expansion Wall	1950	\$1.15	\$2,242.50	\$1.56	\$3,042.00	SF	\$5,284.50
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals			\$0.00	\$0.00	\$0.00		\$0.00
							\$32,266.10
DIVISION 10							
SPECIALTIES							
54 x 42 Grab Bar	2	\$100.00	\$200.00	\$250.00	\$500.00	EA	\$700.00
18" Grab Bar	2	\$100.00	\$200.00	\$175.00	\$350.00	EA	\$550.00
Mirror Unit	2	\$150.00	\$300.00	\$350.00	\$700.00	EA	\$1,000.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals			\$0.00	\$0.00	\$0.00		\$0.00
							\$2,250.00
DIVISION 11							
EQUIPMENT							
Not Used	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals			\$0.00	\$0.00	\$0.00		\$0.00

	QTY	LABOR UNIT COST	LABOR COST	MATL. UNIT COST	MATL. COST	UNIT	EXTENDED COST
DIVISION 12							
FURNISHINGS							
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$0.00
DIVISION 13							
SPECIAL CONSTRUCTION							
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$0.00
DIVISION 14							
CONVEYING SYSTEMS							
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Division Totals							\$0.00
Subtotal Labor Cost			\$422,689.30				
Subtotal Material Cost					\$514,250.77		
				SUBTOTAL			\$1,115,257.57
				Tax on Materials			7% \$35,997.55
				GC PROFIT			10% \$115,125.51
GENERAL CONSTRUCTION							\$1,266,380.64

	QTY	UNIT COST	UNIT	COST
DIVISION 21,22,23				
MECHANICAL				
Plumbing	1	\$22,800.00	ls	\$22,800.00
HVAC	1	\$228,000.00	ls	\$228,000.00
				\$0.00
				\$0.00
				\$0.00
Division Totals				\$250,800.00
DIVISION 24,25,26				
ELECTRICAL				
Electrical	1	\$186,823.20	LS	\$186,823.20
Fire Alarm	1	\$8,550.00	LS	\$8,550.00
Standby Generator	1	\$96,900.00	LS	\$96,900.00
				\$0.00
				\$0.00
Division Totals				\$292,273.20
		BUILDING SUBTOTAL		\$1,809,453.84
		MARK-UP ON PME		\$54,307.32
		SUBTOTAL		\$1,863,761.16
		DESIGN CONTINGENCY	10.0%	\$186,376.12
		ESCALATION	0.25%	\$184,512.35
				\$2,234,650
			5%	\$111,732.48
				\$17,500
				\$6,500
				\$171,848
				\$28,790
				\$3,500
				\$2,623,520
			5,365.00 SF @	\$489.01
				\$2,623,520
				\$
				(50)
				\$234,638
		FEE Basis (Construction Cost + Cont.)	10%	\$2,346,382.11
		-SD/Design Development Phase	35%	\$82,123
		-Credit for SD Phase (Task Order #3)		(\$28,790)
		-Credit for DD Phase (Task Order #6)		(\$49,000)
		-Add for Additional Scope to DD Phase, Restart.		\$15,000
		-Construction Document Phase	35%	\$19,333
		Bidding	5%	\$82,123
		-Construction Administration	25%	\$11,732
		A/E FEES TO COMPLETE PROJECT		\$58,660
				\$171,848



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< **Entity**

JKF ARCHITECTURE, P.C. ID Assigned



The entity record has been validated as unique and existing, but is not registered in SAM.gov.

Unique Entity ID
M5PUS3GMSJA5

Physical Address
**625 LYNNDALE CT STE F
GREENVILLE, NC
27858-5463, USA**

Version

Current Record



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FAIR AND REASONABLE PRICE DETERMINATION FORM

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

Found reasonable on recent purchase.

Obtained from current price list.

Obtained from current catalog.

Commercial market sales price from advertisements.

Similar in related industry.

Personal knowledge of item procured.

Regulated rate (utility).

Other. Transit Micro Purchase, Under 10k, Planned Service.

Comments:

Copy of purchase order, quotes, catalog page, price list, etc. is attached.

Michael Turner
Project Manager

City of Greenville Public Works Department
Proposals Received

Consultant Name	Proposal received on time	Project Approach (20%)	Qualifications of Firm (30%)	Qualifications of Staff (30%)	Schedule of Implementation (20%)	Total Score (Max 100)	Anti-Lobbying Certification	Debarment Certification	Contractor Reference	Contractor Data	Request for Proposals	Addendum Acknowledge	E-verify Affidavit	M/WBE Instructions	M/WBE Form 1 or 2	Total cost
Germano Architecture	Yes	14.66666667	19	24	16.66666667	74.333333	No	No	No	No	No	Yes	No	No	No	
HH Architecture	Yes	16	19	22.6666667	17	74.666667	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Hourly Rates
JKF Architecture	Yes	18.33333333	24	25.3333333	17.33333333	85	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Hourly Rates
LRC Testing Center	Yes	0	0	0	0	0	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	
Oakley Collier Architects	Yes	15.66666667	24	26.6666667	17	83.333333	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Hourly Rates
																**
																**
Scoring Team and Scores																**
<u>Devin Thompson</u>																**
Germano Architecture		14	18	23	16	71										**
HH Architecture		16	19	22	17	74										**
JKF Architecture		19	23	25	18	85										**
LRC Testing Center		0	0	0	0	0										**
Oakley Collier Architects		15	23	28	16	82										**
<u>Aaron Lewis</u>																**
Germano Architecture		15	19	24	17	75										**
HH Architecture		15	17	21	16	69										**
JKF Architecture		18	25	25	18	86										**
LRC Testing Center		0	0	0	0	0										**
Oakley Collier Architects		16	24	25	17	82										**
<u>Michael Turner</u>																**
Germano Architecture		15	20	25	17	77										**
HH Architecture		17	21	25	18	81										**
JKF Architecture		18	24	26	16	84										**
LRC Testing Center		0	0	0	0	0										**
Oakley Collier Architects		16	25	27	18	86										**

Certified by : M. Turner
Building Facilities Coordinator

Signature: *Michael Turner* Date: 08/07/2025



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Amendment to the On-Call Architecture and Engineering Contract with The East Group

Explanation: The City Council awarded a two-year on-call contract to The East Group (TEG) for architecture and engineering services at its October 07, 2024, meeting. The contract includes a not-to-exceed amount of \$850,000. Currently, the City has 13 active projects underway with TEG across a variety of municipal facilities.

A few of the projects being completed under this contract include:

- Class A Fire Training Center – Site Design
- Sheppard Memorial Library – Building Improvements
- Woodlawn Park – Accessible Parks Grant Site Design
- Eppes Recreation Center – Community Pathway Improvements
- Bus Stop Shelters – Encroachment Agreements

The proposed amendment to this contract is related to sports complex development within the city, specifically at the North Recreational Complex (NRC), which the City leases from East Carolina University. The City desires to utilize this facility to host sports tournaments to promote sports tourism in the city and region, increase accessibility for the community to utilize the facility and other recreational amenities. The first phase of improvements at the NRC involves renovation and turf replacement of four (4) of the existing rectangle fields. To meet established project deadlines, the City intends to utilize the on-call agreement with TEG, who will partner with Kimley-Horn, a firm with specialized experience in sports complex design.

This on-call contract is utilized by several City departments, including Engineering, Public Works, and Project Management. The arrangement enables the City to expedite the delivery of priority projects that support the goals and objectives established by City Council. The City is about halfway through the contract term and has encumbered just over half of the total contract amount.

The task order for this phase is expected to cost approximately \$500,000. Therefore, staff is requesting to increase the on-call contract's not-to-exceed amount by \$600,000. This adjustment will allow the NRC project to move forward without impacting the many smaller projects currently being developed throughout the City over the next year.

Fiscal Note: Funds for this amendment are available in the Sports Complex Development account.

Recommendation: Approve the amendment to the on-call agreement with The East Group to increase the not-to-exceed contract amount by \$600,000.

ATTACHMENTS

[November 2025 Amendment.pdf](#)

EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. 1

Owner: **City of Greenville**
Engineer: **The East Group**
Effective Date of Agreement: **October 14, 2024**

Nature of Amendment: (Check those that apply)

- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to term of Main Agreement
- Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

Increase the not to exceed amount of the contract from \$850,000 to \$1,450,000

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner
City of Greenville

(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: P.J. Connelly
(typed or printed)
Title: Mayor
(typed or printed)

Engineer
The East Group

(typed or printed name of organization)
By: _____
(individual's signature)
Date: _____
(date signed)
Name: Keith House, PE
(typed or printed)
Title: President
(typed or printed)



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: 2025-2027 Police Services Agreement between the City of Greenville and the Greenville Housing Authority

Explanation: For over 25 years the City of Greenville Police Department and the Greenville Housing Authority have partnered to provide additional police services to Housing Authority residents. The City and the Housing Authority desire to continue this partnership with adoption of the proposed Police Services Agreement, which is attached for review.

Per the two-year Agreement, which will begin on December 1, 2025 and expire on November 30, 2027:

- The City will assign two (2) two police officers to maintain a police patrol presence in the Housing Authority areas.
- The Housing Authority will be responsible for the salary, benefits, and overtime of one of the two officers, and the City will be responsible for the salary, benefits, and overtime of one of the two officers.
- Additionally, the City will be responsible for the benefits that may need to be paid if GHA's maximum obligation of \$80,000 is reached.

Staff has met and discussed the proposed Agreement with the Greenville Housing Authority's Executive Director/CEO, and they're in support the proposed Police Services Agreement.

Fiscal Note: The Greenville Housing Authority will reimburse the City for the salary, benefits, and overtime of one officer, not to exceed \$80,000 per year.

Recommendation: The staff of the Greenville Police Department recommend approval of the 2025-2027 Police Services Agreement with the Greenville Housing Authority, and authorizing the City Manager to make modifications that are aligned with the intent of the request as may be necessary prior to execution.

ATTACHMENTS

[COG-#1208955-v1-COG-GHA_Police_Services_Agreement_2025-2027_with_Attachments.doc](#)

This Police Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”), and the Housing Authority of the City of Greenville, North Carolina, a public body, body corporate and politic, and a public housing authority organized under the laws of the State of North Carolina, which is sometimes known as HACG or GHA (“GHA”) (individually “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the GHA desires to enter into this Agreement with the City to have the City of Greenville Police Department (“GPD”), an agency of the City, provide GPD officers to GHA for the increased security and safety of the GHA’s properties;

WHEREAS, the City agrees to provide the GHA, as an independent contractor, such law enforcement services upon terms and conditions provided hereinafter;

WHEREAS, the Parties desire to coordinate and cooperate in the performance of the services identified in the Agreement; and

WHEREAS, the Parties recognize that such services impose unusual constraints and responsibilities on the Parties;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge their understanding of their responsibilities under the Agreement and furthermore agree as follows:

**ARTICLE I
SERVICES PROVIDED BY THE CITY**

- A. The City agrees to assign two (2) GPD police officers to maintain a police patrol presence in targeted areas of GHA during specific periods of time identified by the GHA, and agreed upon by the City, as high crime or high workload periods. During the term of this Agreement and subject to availability and staffing needs of the City, the number of GPD police officers assigned to the GHA may be increased by way of amendment to this Agreement in accordance with Article XII herein. Compensation to the City for each additional assigned GPD police officer shall be in accordance with Article VIII herein.
- B. GPD will employ a community-policing concept and will assist in developing and enhancing a crime prevention program in the GHA’s public housing communities.
- C. The City will collect and provide crime data and police activity information (“GPD Activity Report”) in public housing communities to the GHA on a monthly basis, or as requested by the GHA. The GPD Activity Report shall include, but not be limited to, such public information as type of crime, frequency and location of calls for service, the number of

officers responding to calls for service, and the number of hours police officers are assigned to the public housing communities under this Agreement, etc. The GPD Activity Report will assist the GHA in assessing the public safety efforts and needs in its public housing communities. Where such data requires the City or its departments to create databases in order to provide the requested information, the City will advise the GHA that additional expense will be incurred to provide the information. If the GHA wants the information, it will advise the City, and the GHA agrees to reimburse the City for this additional work on a time and materials basis; otherwise, the City will not be required to provide information which requires additional expenses.

- D. To the extent necessary, GPD officers will appear as witnesses in the GHA's administrative grievance procedures, summary ejection hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or off public housing communities involving any resident, members of a resident's household, or any guest(s) or visitor(s) of a resident or household member. Such attendance shall be in an on-duty status and be included in the hours worked submitted by the assigned officers for the performing pay period.
- E. Regarding the services to be performed by the GPD officers in accordance with this Agreement, the appropriate GPD Administrative Liaison Officer will meet biweekly with resident leadership and management representatives of the GHA for the purposes of reviewing the enforcement and crime prevention efforts, and planning for future changes or modifications anticipated by this Agreement. Such meeting shall be in an on-duty status and be included in the hours worked submitted by the assigned officer for the performing pay period. The GPD officers assigned to the GHA's communities pursuant to this Agreement shall be familiar with the dwelling lease, trespass policy, and other applicable policies of the GHA, as the same may be amended from time to time.
- F. The GPD officers assigned to the GHA are at all times subject to all rules, orders, and policies of the City and GPD.
- G. The City agrees that it will provide the assigned GPD officers with such basic equipment as may be necessary and reasonable in order to allow the GPD officers to carry out the duties anticipated under this Agreement. Any additional motor vehicles, bicycles, or other equipment requested by the GHA may be furnished at the expense of the GHA and shall remain the property of the GHA.
- H. GPD will provide law enforcement training on topics consistent with credentialing and state requirements as applicable to housing authorities. Additional training on housing authority-related issues will be provided at the expense of the GHA including but not limited to travel, per diem expenses, and salary of the assigned personnel during such training periods.
- I. The City will provide supervision, control, and direction of work activities and assignments of GPD officers, including disciplinary actions. It is expressly understood that the City shall be responsible for the compensation of GPD officers and all employee benefits, as well as any injury to officers, their property, or the City's property while discharging their duties under this Agreement except as stated elsewhere in this Agreement.

- J. GPD shall designate one of the assigned GPD officers as the GPD Administrative Liaison Officer, who will work in concert with the Executive Director of the GHA, or his designee. The GPD Administrative Liaison Officer as well as the GPD officer(s) assigned pursuant to this Agreement shall remain subject to the directions and instructions of the GPD chain of command and supervisory structure. The City and the GHA agree that all operational procedures, methodologies, and guidelines to implement the services performed shall be governed and administered pursuant to and in accordance with Article IX of this Agreement. Subject to the identified provisions of Article IX of this Agreement, the duties of the GPD Administrative Liaison Officer will include the following duties:
1. Coordinate the dissemination and processing of police and security reports; provide supervisory assistance; and coordinate the resolution of problems with, and the execution of, provisions of this Agreement.
 2. Establish and maintain an ongoing line of communication between GPD personnel and GHA staff. The GPD personnel shall keep GHA staff informed of matters relevant to property supervision and the safety of residents, guests, visitors, and GHA personnel in accordance with the North Carolina public records laws.
 3. Prepare quarterly reports and provide same to the GHA.
 4. Initiate and monitor ongoing lines of communication between the GPD and resident leaders to effectively employ the community-policing concept and to address, in a timely manner, concerns raised by community leaders.
 5. Coordinate security workshops and training seminars for identified residents.
 6. Provide assistance with, and advice regarding, the planning and implementation of other grant-funded security programs within the GHA.
 7. Establish a clearly defined process for reporting non-emergency criminal activities.
 8. Coordinate police officers' assignment to targeted areas during specific periods of time as identified by the GHA and agreed upon by the City as high crime or high workload periods.

ARTICLE II SERVICES PROVIDED BY THE GHA

- A. At least two times per year during the course of this Agreement, the GHA shall provide training workshops on community policing and crime prevention issues associated with public housing, for residents, GHA on-site management staff, and the assigned GPD officers. Notice about the training opportunity should be provided to residents, GHA on-site management staff, and the assigned GPD officers at least 14 calendar days in advance. Such training shall also be consistent with the operational procedures identified in Article IX of this Agreement, and a report shall be submitted to the City within 30 days after the completion of training. Training topics shall include, but not be limited to, the following: crime prevention and security responsibilities; community organization/mobilization against the causes of and precursors to crime; drug awareness and control; orientation and familiarization with the public housing communities for the assigned GPD officers; orientation to the lease contract, trespass policy, and other applicable policies of the GHA, as may be amended from time to time; and lease compliance enforcement procedures and policies.

- B. The GHA will provide suitable facilities for police services, as determined by the GHA and consistent with United States Department of Housing and Urban Development (“HUD”) regulations, as may be amended from time to time.
- C. The GHA will provide to the GPD supervisors of the assigned GPD Administrative Liaison Officer and other assigned GPD officers, as established and directed by the policies and procedures of the GPD, a quarterly assessment of the performance and operations of the GPD officers under this Agreement.
- D. The GHA has the right to reasonably request the GPD to replace any assigned personnel for reasons such as failure of performance, misconduct, or inability to provide services effectively. The GHA shall provide a written enumeration of the reasons for the request, including documentation of the alleged behavior that is the subject of the request. The request of the GHA shall not be unreasonably withheld.
- E. Security Cameras System
 - 1. The GHA must operate, maintain and support its security cameras system used to monitor and surveil GHA properties for safety, security and to aid law enforcement. Maintenance shall include infrastructure and hardware, software, and overall monitoring of the health of the security system.
 - 2. The GHA must provide the City with access to its security cameras, systems and video produced from same, regardless of location, in the City.
 - 3. The security cameras should be maintained in working order at all times and should operate continuously, 24 hours a day, seven days a week. If any issues occur with the security cameras and/or the system, including outages, the GHA will repair or replace security cameras and/or the system, including inoperable individual components, based on the following timelines:
 - a. The GHA will inspect and resolve minor repairs (doesn’t require ordering of parts) to its security cameras and/or system within 14 business days.
 - b. The GHA will inspect and resolve major repairs (requires ordering of parts) to its security cameras and/or system within 14 business days.
 - c. The GHA will inspect and replace or cause to be replaced irreparable security cameras and/or system, including inoperable individual components, within 30 days.
 - 4. Recorded footage will be kept for a period not exceeding 30 days, except where footage is being used for the investigation of an incident or is part of an ongoing legal process.
- F. The GHA will work with the GPD to subsidize housing or rent for GPD officers who volunteer to reside in public housing developments selected by the GHA and consistent with HUD regulations, as may be amended from time to time.
- G. The GHA shall be responsible for hours worked by the assigned GPD officer as provided in Article VIII of this Agreement including overtime and shall promptly pay the City invoices

submitted for the services provided by the assigned officer. The City will be responsible for the additional officer as provided by Article VIII of this Agreement. The GHA shall be responsible for any invoices for additional services for both assigned officers requested by the GHA under this Agreement.

ARTICLE III ENFORCEMENT OF RULES AND REGULATIONS

- A. The City, through the GPD, consistent with Article IX of this Agreement, is authorized to enforce the herein attached *Trespass and Ban Policy of the Housing Authority of the City of Greenville*. The *Trespass and Ban Policy of the Housing Authority of the City of Greenville* is attached and fully incorporated herein as **Attachment 1**.
- B. Nothing contained herein shall be construed as permitting or authorizing GPD officers to use any method or to act in any manner in violation of federal or state law, or of their sworn obligations as GPD officers.

ARTICLE IV COMMUNICATIONS, REPORTING, AND EVALUATIONS

A. Communications.

- 1. Access to Information—The City agrees that the GHA will have reasonable access to all public information which deals with criminal activity in any of the GHA’s communities. It is further agreed that the GPD will provide to the GHA copies of such incident reports, arrest reports, or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, in accordance with the public records laws of the State of North Carolina. This information will be provided by the GPD at no cost on a regular basis in accordance with specific procedures that have been or will be established and mutually agreed upon by the parties, except where stated otherwise in this Agreement. GHA and its officers, employees, and agents hereby agree to utilize these documents and/or information solely for official purposes and to limit any distribution and use to only as necessary to defend or prosecute any official action or proceeding related to the GHA’s function and duties.

B. Reporting.

- 1. Forms—The GPD will require all assigned GPD officers to complete an activity log and forward a monthly report to the GHA no later than the 15th day of each month. This report will include, but not be limited to, data as follows:
 - a. Hours worked: Foot, bicycle, motorized, other
 - b. Calls/requests for service
 - c. Referrals to City/PHA Agencies
 - d. Vehicle abandoned/towed/stolen
 - e. Drug paraphernalia confiscated/found
 - f. Arrests/citations issued in connection with this Agreement, to include age, sex, ethnicity

- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks
- j. Weapons violations/seized

2. Media Coordination—GPD will relay to the GHA Executive Director or his designee information related to any major crime or incident that occurs on GHA property as soon as possible, preferably before public dissemination.

C. Annual Statistical Crime Information Data.

1. To the extent feasible, at least twice per year, the City will provide to GHA comparable statistical crime information data for GHA to evaluate what proportion of City-wide criminal activities occur on GHA property.
2. The Parties will communicate and work together to determine the type and scope of data provided.

**ARTICLE V
INDEMNIFICATION**

The City agrees to hold the GHA, its officers, agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the GPD officers providing services under this Agreement except as stated elsewhere in this paragraph or this Agreement. The GHA assumes responsibility for the defense and liability of the City of Greenville, Police Department, other departments and their employees and agents against any claim, lawsuit, or other action brought as a direct result of the City's providing law enforcement services to enforce any federal, state, or GHA laws, regulations, policies, guidelines, or directives.

**ARTICLE VI
TERM OF AGREEMENT**

The term of this Agreement shall commence on December 1, 2025, and end on November 30, 2027, subject to the availability of funds. If funds are not sufficient to enforce this Agreement at any time during the period of this Agreement, the parties can agree to continue the Agreement or terminate this Agreement without penalty, cost, or expense.

**ARTICLE VII
TERMINATION**

Either Party may terminate this Agreement, for convenience or for cause, upon thirty (30) days' written notice to the other Party. In the event that the Agreement is terminated, the GHA shall pay the City the outstanding pro rata amount of the Agreement for work performed through the effective date of termination within thirty (30) days of termination. The City shall deliver to the GHA final reports as provided above through the effective date of termination within thirty (30) days of termination. The City shall retain the right to suspend performance under this Agreement or

terminate this Agreement for nonpayment for services provided to the GHA by the City pursuant to this Agreement and where such nonpayment is for a period of thirty (30) days or more. Such reservation of right shall not waive any other rights in law or equity or privileges of the City concerning the performance or termination of performance of the terms of this Agreement.

ARTICLE VIII COMPENSATION TO THE CITY

All compensation to the City will be made on a cost reimbursement basis. The GHA will reimburse the City for services specified in this Agreement for the expense incurred by the City.

- A. **Cost Reimbursement for Assigned GPD Police Officers.** Included in the cost reimbursements, the GHA shall be responsible for payment of the salaries and benefits of one (1) of the two (2) assigned GPD officers in the performance of the services requested pursuant to this Agreement, and for time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C. and Article IV, paragraph C. Additionally, the GHA shall be responsible for any overtime or extra duty periods of one (1) of the two (2) assigned GPD officers. The GHA further shall be responsible for payment of training costs as identified in Article I, paragraph H. The City shall be responsible for the salary, benefits, and overtime of one (1) of the two (2) GPD officers and shall be responsible for the benefits paid to the second officer above the maximum stated below in accordance with the personnel policies and procedures of the City of Greenville; *City of Greenville Personnel Policies*.

The GHA's obligation for reimbursement during the period of this Agreement is a maximum of \$80,000 for each year of this Agreement, except for the amount of overtime or extra duty expenses incurred. When the maximum amount of reimbursement for this Agreement period has been reached, the City at its sole discretion may elect to withdraw one (1) of the assigned GPD officers or assume the payments of salary, benefits, overtime, and training for the GPD officer for any portion of the remaining Agreement period.

- B. **Cost Reimbursement Each Additional GPD Police Officer Added by Amendment.** For each GPD police officer added by amendment herein to be assigned to the GHA, the GHA shall be responsible for all of the following, subject to a maximum obligation of \$80,000.00 per year, per officer:

1. Payment of the salaries and benefits in the performance of the services requested pursuant to this Agreement.
2. All overtime and extra duty periods.
3. The time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C. and Article IV, paragraph C. herein.
4. All payment of training costs as identified in Article I, paragraph H.

The City shall be responsible for the salary, benefits, and overtime of each additional GPD police officer above the maximum stated herein in accordance with the personnel policies and procedures of the City of Greenville; *City of Greenville Personnel Policies*.

**ARTICLE IX
OPERATIONAL PROCEDURES**

The following Operational Procedures are designed to implement, guide, and incorporate the operational activities and procedures requested to be performed by the assigned GPD officers including the GPD Administrative Liaison Officer:

- A. **Scheduling and Hours Worked:** The Parties will work together to establish the schedules and working hours of the GPD officers assigned as provided in this Agreement. Schedules, including days and hours worked, holidays, and scheduled days off will be established using past service calls and other records of activity to determine the time periods when police presence is most used or needed. Hours and schedules will be consistent with the Fair Labor Standards Act and the personnel policies and procedures of the City and GPD. The assigned GPD officers, as determined by GPD, will work schedules not to exceed 80 hours in a two-week period, with each scheduled shift to be of a continuous nature except for meal breaks as provided by GPD policies and practices. The GHA will be responsible for all overtime wages and salary payments for one (1) of the GPD officers assigned pursuant to this Agreement and in accordance with Article VIII, paragraph B. The hours worked by the GPD officers shall include time after shifts are completed where the assigned GPD officer continues to perform services for the GHA such as the transport of arrestees/prisoners, report preparation, incident reports, and other work as may be required under this Agreement.

- B. **Additional Work:** The City will provide the GHA, in writing, an estimate for time and materials for additional work or services that require the creation of databases in order to provide the additional requested work or services or that require work or services to be performed in addition to the basic salaries of the assigned GPD officers. After review of the cost estimates, the GHA will notify the City in writing whether it wants the work or services performed. If the GHA desires the additional work to be performed, the notification to the City will include an acceptance of the estimate for time and materials. It is agreed and understood there may be times that the City determines that the special needs of the City and GPD will best be served by temporarily assigning one (1) or more of the assigned GPD officers to additional work or special needs of the City. In the event of such special needs assignment, the City will be responsible for the salary and other benefits of the assigned GPD officers.

- C. **Training:** The City will provide the assigned GPD officers with law enforcement training as required by the State of North Carolina. Any training desired by the GHA relating to housing authority or other related issues will be at the sole expense of the GHA. The GHA will provide travel expenses, course expenses, per diem, and lodging expenses for any GPD officers sent to or requested by GHA to attend such specialized or requested training. Unless otherwise agreed in writing, the time for travel and attendance at such training sessions will be included in the hours worked for each GPD officer attending as provided in Article IX, Paragraph A. of this Agreement.

- D. **Supervision:** It is understood and agreed that the GPD officers assigned to GHA pursuant to this Agreement will report to and are directly responsible to GPD supervisors in their supervisory chain of command. The GHA may not issue instructions or directives that contradict or attempt to override the orders of the City or its employees. In the event of

conflicts between the policies or procedures or ordinances of the City and the GHA, the policies or procedures of the City and the ordinances of the City are controlling.

- E. **Equipment:** The City will provide the assigned GPD officers with the equipment and vehicles necessary to perform the services under the Agreement as determined solely by GPD. The equipment shall remain the property of the City. GPD will assign vehicles from its fleet for the performance of services under the Agreement, subject to availability, maintenance, or public safety issues. Additional vehicles may be purchased at the expense of the GHA for use by the assigned GPD officers, subject to the vehicles complying with GPD's vehicle equipment standards, markings, and configurations. The GHA may purchase with its funds bicycles for use by the assigned GPD officers as part of the assigned GPD officers' patrol duties. Such bicycles will conform to the standards, kind, and equipment requirements for bicycles used by GPD. The GHA shall be responsible for payment for required training by the assigned GPD officers before the assigned GPD officers will be permitted to use the bicycles as part of their patrol duties. The GHA, at its own expense, shall purchase bicycle racks to be attached to the vehicles available to the assigned GPD officers for the performance of duties under this Agreement. Use of bicycles by the assigned GPD officers will conform and comply with GPD standards, scheduling, and use requirements.
- F. **Uniforms:** GPD will provide uniforms for the assigned GPD officers consistent with GPD policies and practices.
- G. **GHA Regulations:** Consistent with operational needs, the assigned GPD officers along with any other sworn GPD officers will be authorized to enforce GHA's *Trespass and Ban Policy of the Housing Authority of the City of Greenville* (the "Trespass Policy"). In accordance with, and pursuant to the Trespass Policy, the GHA hereby authorizes each assigned GPD officer and every sworn GPD officer to serve as an Authorized Person for the purpose of enforcement of the Trespass Policy, and further authorizes the assigned GPD officers and any other sworn GPD officers to complete and/or serve any *Banned Letters* as defined by and pursuant to the Trespass Policy. The GHA further directs and authorizes the assigned GPD officers or other sworn GPD officers to issue citations up to and including arrest of individuals for Trespass violations, as defined by and pursuant to the Trespass Policy, such as refusing to leave after being directed to do so, or be found on or upon GHA Property after being directed not to enter and/or remain on or upon GHA Property. If a GPD officer, other than the assigned GPD officers under this Agreement, is involved in any administrative or civil proceeding involving a GHA resident, GPD is authorized to substitute GPD officer statements and reports in lieu of presence of the GPD officer.
- H. **Administrative Space:** The GHA, at no cost to the City, shall provide administrative office space, furniture, equipment, telephones, and supplies necessary for the assigned GPD officers under this Agreement to prepare GHA reports or other documentation, communications, and information necessary to perform this Agreement. The GPD will supply the officers with computers necessary to complete their assigned duties.
- I. **Billing:**
 - 1. The month following the services provided under this Agreement, GPD's designated billing department will invoice the GHA for the periods of assignment worked by each GPD officer for the preceding month. The GHA shall provide a copy of the hours

worked to the designated GPD program coordinator for record keeping purposes. GPD will forward a copy of the record of hours worked to the City's Financial Services Department. The City shall be responsible for all withholding taxes including but not limited to federal and state income, social security and Medicare and any benefits elected and paid to any assigned GPD officer under this Agreement. The City shall be responsible for the preparation, filing, and provision to the assigned GPD officers of any W-2 forms for any services performed during a tax year. The GHA shall be responsible for the payment only for those hours and services performed by the assigned GPD officers on the dates requested.

2. In the event the GHA requests the City to provide additional GPD officers beyond the GPD officers assigned under the Agreement, the City may decline such request where the operational needs and available on-duty manpower would create a concern for public safety and welfare. In such event, the GHA may request the use of off-duty GPD officers under a separate off-duty agreement at such rates prescribed in the off-duty agreement, if such GPD officers are available. Off-duty GPD officers employed under a separate off-duty agreement will be billed separately from the billing for the GPD officers assigned pursuant to the Agreement and will be paid promptly by the GHA.

ARTICLE X NOTICES

Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

GHA: Greenville Housing Authority
 Attn: Executive Director
 PO Box 1426
 Greenville, NC 27835-1426

City: City of Greenville
 Attn: Chief, Greenville Police Department
 PO Box 7207
 Greenville, NC 27835-7207

ARTICLE XI CONSTRUCTION OF LAWS

This Agreement is made and entered into in the City of Greenville, North Carolina. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of North Carolina.

**ARTICLE XII
TITLE VI NONDISCRIMINATION**

In the performance of these roles, responsibilities and obligations, the parties shall comply with Attachment 2 and shall not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

**ARTICLE XIII
AMENDMENT OF AGREEMENT**

The Parties agree this Agreement may be amended, but such amendment must be in writing and executed by persons with authority to bind the Parties.

**ARTICLE XV
E-VERIFY COMPLIANCE**

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

**ARTICLE XIV
ENTIRE AGREEMENT**

This Agreement shall consist of the following component parts:

- a) This Agreement; and
- b) *Trespass and Ban Policy of the Housing Authority of the City of Greenville (Attachment 1).*

This Agreement exceeds \$25,000.00, and an Annual Audit under the Single Audit Act is required.

- A. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- B. **Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the “Act”), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the “Parties” hereto, all of which constitute only one original, as of the date first above written.

Housing Authority of the City of Greenville, North Carolina

Edward Bland, Executive Director/CEO

Date: _____

ATTEST:

Procurement Officer/Contract Administrator

Date: _____

City of Greenville

Greenville Police Department

Michael Cowin, City Manager

Richard Tyndall, Chief of Police

Date: _____

Date: _____

ATTEST:

Valerie P. Shiuwegar, City Clerk

Date: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

(SIGNATURES CONTINUE ON NEXT PAGE)

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

Attachment 1

Trespass and Ban Policy of The Housing Authority of the City of Greenville

Purpose

The Housing Authority of the City of Greenville (“HACG”) has adopted this trespass policy (the “Policy”) in an effort to enhance the safety and security of its properties within the City of Greenville. The purpose of the Policy is to provide a written procedure for banning persons who have engaged in activities that threaten the health, safety or right to peaceful enjoyment of HACG’s properties.

Definitions

Police Department: The City of Greenville Police Department (“Police Department”).

Policy: The HACG Trespass Policy

Trespass: For the purpose of this Policy, in accordance with the North Carolina General Statutes Section 14-159.11, et seq., criminal trespass is defined as follows:

First-degree trespass: A person commits the offense of first-degree trespass when he or she, without authorization, enters or remains:

on premises of another so enclosed or secured as to demonstrate clearly an intent to keep out intruders or

in a building of another.

Second-degree: A person commits the offense of second-degree trespass when he or she, without authorization, enters or remains on the premises of another:

after having been notified not to enter or remain there by the owner, by a person in charge of the premises, by a lawful occupant, or by another authorized person, or

that are posted in a manner reasonably likely to come to the attention of intruders, with notice not to enter the premises.

Trespassed Person: A person who has been banned from entering HACG Property in accordance with the Policy.

HACG: The Housing Authority of the City of Greenville, North Carolina.

HACG Property: The properties owned and maintained by HACG. HACG Property is private property. HACG Property includes, but is not limited to, the buildings, and parks within the HACG communities, the common areas, and parking lots within the properties owned by HACG. Signs have been posted on HACG Property that clearly identify the property as private property.

Procedure

Authorized Persons. Entrance to HACG Property is restricted to HACG residents, their household members, authorized visitors, and guests, as well as HACG staff, commissioners, representative agents, contractors, and law enforcement officials carrying out official HACG or law enforcement business.

Persons Subject to Trespass. Any person who has engaged in activities that threaten the health, safety, and right to peaceful enjoyment of HACG residents, household members, authorized visitors or guests, or HACG staff or agents may be prohibited from entering all HACG Property. Examples of persons who may be banned from HACG Property include, but are not limited to, the following:

A person who engages in a verbal or physical confrontation with any law enforcement officer, HACG staff or agent, resident, household member, or authorized guest or visitor while on HACG Property.

A person who engages in any drug-related criminal activity on or off the property.

A person who engages in any criminal activity that threatens the health, safety, and right to peaceful enjoyment.

A person who engages in any violent or threatened violence against any HACG resident, household member, authorized visitor, guest, or the staff or agents of HACG. (This includes domestic violence as described in Article 50B of the North Carolina General Statutes).

A person who engages in criminal activity in which a deadly weapon or dangerous instrument was used or threatened to be used or any activity that resulted in physical injury to any person.

A person who damages, destroys, vandalizes, defaces, or otherwise reduces the value of the real and/or personal property of HACG, its employees, commissioners, representatives, agents, residents, visitors and guests, contractors, any law enforcement official, or other member of the public.

A person who engages in any illegal behavior involving firearms or other deadly weapon, including, but not limited to unlawful possession, concealment or use of a said firearm or deadly weapon.

A person who commits a public nuisance, and other disorderly, lewd or lascivious conduct on HACG property.

A person who loiters, or otherwise fails to have any legal business, on HACG property.

A person who causes significant littering on HACG property.

A person who engages in any illegal behavior involving automobiles or other vehicles, including, but not limited to, reckless driving, joy riding, destruction, and theft.

A person who engages in any gang-related activity, including, but not limited to, grouping, or using hand signals, gestures, and/or clothing to show gang affiliation for the purpose of threatening or intimidating rival gangs, HACG residents, visitors and guests, HACG employees, commissioners, representatives, agents, contractors, and law enforcement officials carrying out official HACG or law enforcement business.

During a lease termination proceeding, a resident and/or household member may be banned from all HACG Property except for his/her unit and HACG community in which he/she resides, as determined by HACG. At the conclusion of the lease termination proceeding, HACG will determine if the resident and/or household member should be banned from all HACG Property.

Trespass Determination. As determined by HACG's authorized staff or agent, a person who has engaged in an activity that threatens the health, safety, and right to peaceful enjoyment, as discussed in Section II.B. above, may be banned from entering HACG Property.

The person being banned may be notified orally or in writing by HACG's staff or agent. North Carolina law **does not require** that the Trespassed Person sign nor receive any documentation.

Following HACG's determination to ban a person from HACG Property, a HACG Trespass Letter ("the Trespass Letter") will be completed in triplicate by HACG's staff or agent. HACG will make a reasonable effort but is not required, to deliver the original Trespass Letter to the Trespassed Person. Once the Trespass letter has been delivered, distribution shall be as follows:

White copy: Pitt County Clerk of Court
Yellow copy: Greenville Police Department
Pink copy: HACG Central Office
Gold copy: Banned individual

A photograph of the Trespassed Person (if available) may be maintained by HACG. The Trespass Letter shall serve as notice that the Trespassed Person shall not enter any HACG Property and that he/she may appeal HACG's determination in accordance with Section IV below.

In the event that the Trespassed Person is a juvenile, HACG will make a reasonable effort, but is not required, to deliver the original Trespass Letter to the Trespassed Person's parent or legal guardian.

HACG staff or agent shall make a reasonable effort to include the following information in the Trespass Letter:

the full name and address of the offender;

the date the Trespass Letter is delivered to the banned individual;

the resident/non-resident status of the individual;

the development or location at which the incident occurred;

the signature of the Police Officer or designated staff person banning the individual;

the date, time, and place the person was encountered for the offense;

the reason(s) for banning; and

a description of the individual, including such information as birth date, social security number, and driver's license or other special identification.

The names of all Trespassed Persons will be placed on HACG's Trespass/Banned List, which shall be updated quarterly or as often as determined by the Executive Director. The Trespass/Banned List shall be distributed to: 1) the Police Department, 2) all law enforcement officers working as agents for HACG; 3) all property managers; and 4) residents through newsletter or other mailings.

The Trespass/Banned List shall be posted at each of the public housing developments and at HACG's main office.

Residents and household members shall take all reasonable steps to exclude Trespassed Persons from HACG Property, as required by the dwelling lease. Such reasonable steps include but are not limited to, the resident notifying the HACG Property Manager and/or the Police Department if a Trespassed Person is seen on or about HACG Property or the resident's dwelling unit. If it is determined that a resident or member of the resident's household invites, facilitates or permits a Trespassed Person to enter HACG Property, the resident will be in violation of the dwelling lease.

In the event a Trespassed Person is observed on any HACG Property by HACG staff or agent, he/she should contact the Police Department for assistance. In the event that a member of the Police Department is unavailable, a warrant for the offense of criminal trespass may be filed with the Criminal Magistrate of Pitt County. The HACG staff member or agent will be required to attest to the time, date, and location the Trespassed Person was observed on HACG Property.

Appeal Process

Upon addition to the HACG Trespass List, the Trespassed Person and/or an interested resident may request a hearing to remove the Trespassed Person from the HACG Trespass List.

A request for an appeal of HACG's determination must be submitted to the Executive Director within **fifteen (15)** days following issuance of the Trespass Letter. HACG will provide the grieving party with the date, time, and place of the hearing within a reasonable amount of time. Should the grieving party fail to appear at the hearing, the determination of HACG shall be final.

The Hearing Officer shall be the Executive Director, who will review each appeal and conduct a hearing. Prior to the hearing, the grieving party shall provide HACG with (1) a current certified copy of the Trespassed Person's criminal history, (2) a list of the Trespassed Person's previous home addresses that had been located outside of Pitt County, and (3) any relevant documents. The grieving party may bring a representative and/or relevant witnesses to the hearing.

The Executive Director will make a final determination, which will be provided to the grieving party in writing. A copy of the final determination will also be delivered to the Property Manager of the development where the offensive activity occurred.

If it is the determination of the Executive Director to remove the Trespassed Person from the Trespass List, the Executive Director may remove him/her from the Trespass List immediately or for a probationary period of one (1) year.

Following the expiration of the period in which a Trespassed Person may appeal HACG's determination, the Trespassed Person shall be banned from HACG Property for at least one (1) year. The following is a list of waiting periods for several offenses that Trespassed Persons shall wait prior to submitting a written request to the Executive Director for a re-determination hearing. Depending on the circumstances, and in the sole discretion of HACG, HACG may lengthen or shorten the following waiting periods:

<u>Offense</u>	<u>Waiting Period</u>
eviction from HACG property	1 year
verbal or physical confrontation	1 year
damage to property in excess of \$500	1 year
violence or threat of violence	2 years
drug related criminal activity on or off the property	5 years
criminal activity that threatens the health, safety and right to peaceful enjoyment	5 years
criminal activity involving the use or threatened use of of a weapon or instrument	5 years
sex offense subject to lifetime registration	lifetime
manufacture or production of methamphetamine on the premises of federally assisted housing	lifetime

Restrictive Visitation. In extenuating circumstances and for good cause shown, the Executive Director may permit Trespassed Persons to enter certain HACG Property under restrictive visitation conditions. Examples of extenuating circumstances include, but are not limited to, a Trespassed Person visiting his/her child or ailing family member who resides in HACG Property, assisting a family member with a move from HACG Property, etc. In the sole discretion of HACG, the Trespassed Person may be permitted to enter certain HACG Property during business hours, may be required to check in and out with the Property Manager or under other restrictive conditions as determined by HACG.

Removal from Ban List

Persons listed on the Trespass/Ban List may not be removed by anyone except in consultation with the Executive Director.

EXHIBIT A
COMMON AREAS

The following rules and regulations apply to all property owned, leased, or managed by the Housing Authority of the City of Greenville (“HACG”).

NO ONE MAY:

1. **Enter the property at any time unless he or she is:**

A resident or household member whose name is on a dwelling unit for a unit in the property,

An employee or agent of HACG; or

A guest or visitor of a resident, household member or HACG.
2. **Consume any alcoholic beverage in any common area:**
3. **Between 10:00 p.m. and 8:00 a.m.**

Enter or use any playground, recreational area or park; or

Congregate outdoors with others in any common area, except in:

The resident’s own yard or

The yard of a resident who is present with the visiting person(s).
4. **Stand, sit or walk on or across any electrical transformer, wall or fence.**
5. **Create a nuisance or otherwise unreasonably disturb the right to quiet enjoyment of the property, such as conduct that:**

Is loud or disorderly;

Impedes vehicular or pedestrian traffic, or

Threatens or intimidates others.
6. **Engage in any illegal activity.**
7. **Sell or solicit for sale without a permit from the City of Greenville, or sell or solicit for sale between 8:00 p.m. and 8:00 a.m., even with a permit.**

As used in these rules:

- (a) **Common Area** means any part of a housing development that is not leased for the exclusive use and occupancy of a resident, his/her household members, and his/her guests and visitor, including any parking lot, park, playground, recreational area, sidewalk, or yard (as defined below); and
- (b) **Yard** means the outside area adjacent to an apartment unit, including any patio or porch, which area:
- (1) Is intended to serve as personal space for a resident of an apartment, his/her household members, and his/her guests and visitor and their guest, and
 - (2) Is generally bounded by other yard and sidewalks providing access to more than one apartment.

If any question arises concerning the boundaries of a resident's "yard" the property manager of the development will, upon request, identify the boundaries.

A violation of any of these rules will be considered a serious violation of the resident's lease, and may also be grounds for criminal charges against a resident or nonresident under applicable law, including trespass and disorderly conduct statutes.

NOTICE TO NON-RESIDENTS AND VISITORS TO THESE PREMISES

YOU WILL BE CONSIDERED A **TRESPASSER** AND SUBJECT TO **ARREST** AND **PROSECUTION WITHOUT FURTHER NOTICE** IF **ANY** OF THE FOLLOWING APPLIES TO YOU:

1. YOU ARE **NOT AN AUTHORIZED GUEST** OR VISITOR OF A RESIDENT OR EMPLOYEE OF THE GREENVILLE HOUSING AUTHORITY (“HOUSING AUTHORITY”).
2. YOU ENGAGE IN ANY ILLEGAL ACTIVITY.
3. YOU CONSUME ANY **ALCOHOLIC** BEVERAGE EXCEPT WITHIN THE PREMISES OF A RESIDENT.
4. YOU WALK OR STAND ON THE YARD OF ANY RESIDENT WITHOUT THE RESIDENT’S PERMISSION AND PRESENCE.
5. YOU SIT ON OR DISTURB ANY POWER TRANSFORMER.
6. YOU DRIVE A VEHICLE ON ANY YARD OR COMMON AREA, OR PARK IN ANY AREA NOT DESIGNATED FOR PARKING.
7. YOU MAKE MAJOR REPAIRS OR WASH A VEHICLE ON HOUSING AUTHORITY PROPERTY.
8. YOU USE THE PLAYGROUNDS OR PARKS BEFORE **8:00 AM** OR AFTER **10:00 PM**.
9. YOU SELL OR SOLICIT FOR SALE WITHOUT A PERMIT FROM THE CITY, OR YOU SELL OR SOLICIT BEFORE **8:00 AM** OR AFTER **10:00 PM**, EVEN WITH A PERMIT.

10. YOU ENGAGE IN ACTIVITIES THAT THREATEN THE HEALTH, SAFETY AND RIGHT TO PEACEFUL ENJOYMENT OF HOUSING AUTHORITY RESIDENTS, HOUSEHOLD MEMBERS, AUTHORIZED VISITORS OR GUESTS, OR HACG STAFF OR AGENTS AS DETERMINED BY THE HOUSING AUTHORITY.

Approved: 09/27/2004 Board Resolution #1011

Revised: 10/29/2012 Board Resolution #1215

Revised: 06/24/2013 Board Resolution #1231

Revised: 06/24/2024 Board Resolution #2024-12

Attachment 2

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

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

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

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

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

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

Pertinent Nondiscrimination Authorities

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



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Resolution Amending Article VIII, Section 13.0 of the City of Greenville Personnel Policies

Explanation: The Community Service and School Involvement Leave Policy was approved by the Joint Pay and Benefits Committee on September 11, 2025, and by the City Council and GUC Board of Commissioners at their joint meeting on September 22, 2025. Accordingly, the proposed resolution amends Article VIII (Leave) of the City of Greenville Personnel Policies by amending Section 13.0 as follows, effective January 1, 2026:

SECTION 13.0 Community Service and School Involvement Leave

The City recognizes the importance of community involvement and encourages employees to participate in volunteer service. Additionally, the City recognizes that parental involvement in school is an essential component of positive student outcomes. Therefore, regular full-time employees who have successfully completed their initial probationary period will be granted a total of eight (8) hours of paid Community Service and School Involvement Leave per calendar year. Designated part-time (DPT) employees who have successfully completed their initial probationary period will be granted Community Service and School Involvement Leave on a prorated basis as follows: three-quarter DPT employees: six (6) hours per calendar year; half-time DPT employees: four (4) hours per calendar year.

Community Service and School Involvement Leave shall be used under the following guidelines:

1. An employee who volunteers his or her service to the community during the employee's normal working hours.
 - a. The volunteer activity must be with a governmental entity or community service organization which is defined as a non-profit, non-partisan organization under section 501(c)(3) of the Internal Revenue Code. An employee may not receive any pay or compensation from the governmental

entity or community service organization. Additionally, the employee must choose to perform the community service (i.e., the employee is not required or pressured to perform the community service for any reason). Examples of activities include, but are not limited to, the following:

- Participating in tutoring, mentoring, or otherwise assisting with programs for a school which is a governmental or section 501(c)(3) entity;
- Volunteering at a food bank, delivering meals to the elderly, or similar charitable activities organized by and for the benefit of a governmental or section 501(c)(3) entity; and
- Participating in activities such as planting trees, removing debris to enhance community beautification, or building structures for community areas for the benefit of a governmental or section 501(c)(3) entity.

b. Community service does not include activities designed to promote religious beliefs such as teaching or leading religious assemblies or raising funds to support religious or political activities.

2. An employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) of a school-aged child so that the employee may attend activities at the child's school or otherwise be involved at the child's school during the employee's normal working hours.

a. For purposes of this policy, "school" means any public school, private church school, church of religious charter, non-public school, preschool, and child daycare facilities.

b. Leave may be used to attend or participate in any school-sponsored activities including, but not limited to, classroom programs, school trips, graduations, awards day, and athletic and arts programs.

To ensure sufficient resources are in place to prevent business disruption, employees must receive approval from their supervisor prior to using leave. The supervisor or department head may require acceptable proof that leave is being utilized in accordance with this policy. An employee who misuses Community Service and School Involvement Leave is subject to disciplinary action, up to and including dismissal.

Community Service and School Involvement Leave is not cumulative; therefore,

leave not taken by the end of the calendar year is forfeited. Employees shall not be paid for unused leave at separation or if transferred into a non-benefited position. The use of Community Service and School Involvement Leave shall be reported separately from all other paid leave.

Any employee who is a parent, guardian, or person standing in loco parentis of a school-aged child but does not meet the eligibility requirements for leave under this policy may use four (4) hours of unpaid leave per school year so that the employee may attend or otherwise be involved at the child's school in accordance with North Carolina General Statute § 95-28.3 (Leave for parent involvement in schools). Use of this unpaid leave must be scheduled in advance and approved by the employee's supervisor.

Fiscal Note: This is not a fiscal impact to the City.

Recommendation: Adopt the resolution amending the City of Greenville Personnel Policies.

ATTACHMENTS

[Resolution amending the City's Personnel Policies November 10, 2025.pdf](#)

RESOLUTION NO. _____
 A RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, RESOLVES:

Section 1. The City of Greenville Personnel Policies is hereby amended by amending the Article and Section denoted in the table below to read as follows, effective January 1, 2026:

Article Number	Proposed amendment(s)
Article VIII (Leave)	<p>SECTION 13.0 Community Service and School Involvement Leave</p> <p>The City recognizes the importance of community involvement and encourages employees to participate in volunteer service. Additionally, the City recognizes that parental involvement in school is an essential component of positive student outcomes. Therefore, regular full-time employees who have successfully completed their initial probationary period will be granted a total of eight (8) hours of paid Community Service and School Involvement Leave per calendar year. Designated part-time (DPT) employees who have successfully completed their initial probationary period will be granted Community Service and School Involvement Leave on a prorated basis as follows: three-quarter DPT employees: six (6) hours per calendar year; half-time DPT employees: four (4) hours per calendar year.</p> <p>Community Service and School Involvement Leave shall be used under the following guidelines:</p> <ol style="list-style-type: none"> 1. An employee who volunteers his or her service to the community during the employee’s normal working hours. <ol style="list-style-type: none"> a. The volunteer activity must be with a governmental entity or community service organization which is defined as a non-profit, non-partisan organization under section 501(c)(3) of the Internal Revenue Code. An employee may not receive any pay or compensation from the governmental entity or community service organization. Additionally, the employee must choose to perform the community service (i.e., the employee is not required or pressured to perform the community service for any reason). Examples of activities include, but are not limited to, the following: <ul style="list-style-type: none"> • Participating in tutoring, mentoring, or otherwise assisting with programs for a school which is a governmental or section 501(c)(3) entity;

Article Number	Proposed amendment(s)
	<ul style="list-style-type: none"> • Volunteering at a food bank, delivering meals to the elderly, or similar charitable activities organized by and for the benefit of a governmental or section 501(c)(3) entity; and • Participating in activities such as planting trees, removing debris to enhance community beautification, or building structures for community areas for the benefit of a governmental or section 501(c)(3) entity. <p>b. Community service does not include activities designed to promote religious beliefs such as teaching or leading religious assemblies or raising funds to support religious or political activities.</p> <p>2. An employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) of a school-aged child so that the employee may attend activities at the child’s school or otherwise be involved at the child’s school during the employee’s normal working hours.</p> <p>a. For purposes of this policy, “school” means any public school, private church school, church of religious charter, non-public school, preschool, and child daycare facilities.</p> <p>b. Leave may be used to attend or participate in any school-sponsored activities including, but not limited to, classroom programs, school trips, graduations, awards day, and athletic and arts programs.</p> <p>To ensure sufficient resources are in place to prevent business disruption, employees must receive approval from their supervisor prior to using leave. The supervisor or department head may require acceptable proof that leave is being utilized in accordance with this policy. An employee who misuses Community Service and School Involvement Leave is subject to disciplinary action, up to and including dismissal.</p> <p>Community Service and School Involvement Leave is not cumulative; therefore, leave not taken by the end of the calendar year is forfeited. Employees shall not be paid for unused leave at separation or if transferred into a non-benefited position. The use of Community Service and School Involvement Leave shall be reported separately from all other paid leave.</p> <p>Any employee who is a parent, guardian, or person standing in loco parentis of a school-aged child but does not meet the eligibility requirements for leave under this policy may use four (4) hours of</p>

Article Number	Proposed amendment(s)
	unpaid leave per school year so that the employee may attend or otherwise be involved at the child's school in accordance with North Carolina General Statute § 95-28.3 (Leave for parent involvement in schools). Use of this unpaid leave must be scheduled in advance and approved by the employee's supervisor.

Section 2. All inconsistent provisions of former resolutions or policies are hereby repealed.

Section 3. This resolution shall be effective upon its adoption.

ADOPTED this the 10th day of November, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

Doc. #1208851



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Various Tax Refunds Greater Than \$100

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

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

<u>PAYEE</u>	<u>ADJUSTMENT REFUNDS</u>	<u>AMOUNT</u>
Rafiq Mohamad Ashkar	Registered Motor Vehicle	310.35
City of Greenville	Registered Motor Vehicle	276.57
Richard Carroll Volk	Registered Motor Vehicle	165.28
Meiqin Ouyang	Registered Motor Vehicle	161.62
Nazra Huhman	Registered Motor Vehicle	138.32
Stephen James Gray	Registered Motor Vehicle	120.44
Fred Nazeh Qafitti	Registered Motor Vehicle	115.49
Robert Wayne Moore	Registered Motor Vehicle	108.46
Steven Horvath	Registered Motor Vehicle	104.39
Terry Lane Chandler	Registered Motor Vehicle	100.43
Jeff George Centner	Registered Motor Vehicle	100.25

Fiscal Note: The total amount refunded is \$1,701.60.

Recommendation: City Council approval of taxes refunded



City of Greenville,
North Carolina

Meeting Date: 11/10/2025

Title of Item: Authorization to Receive Funds from the U.S. Department of Justice 2025 COPS Hiring Grant Program

Explanation: The Greenville Police Department was selected to receive \$1 million in funding for the COPS Hiring Grant. This grant will fund eight (8) additional sworn officer positions over a four-year period, enabling the creation of a Violent Crimes Reduction Unit dedicated to proactively addressing violent crime, with a particular emphasis on gun-related offenses.

Fiscal Note: The City will receive \$1 million, with a required City match of \$783,312. This funding will create additional positions for the department, increasing the total number of sworn officer positions to 203.

Recommendation: Authorize Greenville Police Department staff to receive funds from the Department of Justice 2025 COPS Hiring Grant Program.



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Task Order #14 with The East Group for North Recreational Complex Field Improvement Design Services

Explanation: At their September 8, 2025 meeting, City Council approved a lease agreement with East Carolina University for the use of the North Recreational Complex and authorized City staff to negotiate the terms of the lease. The lease was signed and became effective on October 1, 2025, which begins a 15-month transition period leading up to the City taking over management of the facility in January 2027.

The City desires to utilize this facility to host sports tournaments to promote sports tourism in the city and region, increase accessibility for the community to utilize the facility and other recreational amenities. To help accomplish the goals for sports tourism, and to meet needs for year-round tournaments, improvements to the existing fields and facility are proposed. This specific design task order includes renovatoin and turf replacement of four (4) of the existing rectangle fields at North Recreational Complex.

This task order includes the design and permitting for the project. The goal is to have the project completed in early 2027.

Fiscal Note: Funds for this phase of design are included in the Sports Complex Development account. Task Order #14 totals \$323,500.

Recommendation: Approve Task Order #14 for design services related to the North Recreational Complex in the amount of \$323,500.

ATTACHMENTS

[Task Order 14 - North Rec Complex Fields - Final.pdf](#)

TASK ORDER NO. 14

This is Task Order No. 14,
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **October 7, 2024** Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	November 1st, 2025
b.	Owner:	City of Greenville, NC
c.	Engineer:	The East Group
d.	Specific Project (title)	ECU North Recreation Complex Field Nos. 1-4 Renovation & Turf Replacement
e.	Specific Project (description):	Renovation & turf replacement of four (4) rectangle fields located at ECU's North Recreation Complex, 3764 US-264 in Greenville, NC also identified as Parcel Number 58471 by Pitt County
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. The owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: **ECU North Recreation Complex Field Nos. 1-4 Renovation & Turf Replacement**

Type and Size of Facility: **21 acres**

Description of Improvements:	<ul style="list-style-type: none"> • Renovation & Turf Replacement • Associated Stormwater Infrastructure • Water Service (for irrigation)
Expected Construction Start:	Spring/Summer 2026
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Greenville, NC
Current Specific Project Budget:	\$5.5 million
Funding Sources:	Public / Local
Known Design Standards:	City of Greenville Manual of Standard Designs and Details
Known Specific Project Limitations:	N/A
Specific Project Assumptions:	<p>The following services are not included in the Scope of Services, but can be provided as additional services if authorized. Compensation for additional services will be at our current hourly rates in effect at the time of the request.</p> <ul style="list-style-type: none"> • Public engagement and/or stakeholder meetings • Structural and MEP Engineering, Architectural Design • Bidding and Construction Administration/Observation • Geotechnical testing and report • Subsurface Utility Investigations / Private Utility Locations • Meetings in addition to those listed • Revisions due to Value Engineering • Preparation of Change Proposal Requests (CPRs) that are initiated during construction that “add value” to the project, or are initiated by the Owner, the Contractor, latent conditions, or Governmental agencies. • Construction Staking • Submittal / Permit Fees
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- Exhibit A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
 - 1. ~~If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.~~
- C. Resident Project Representative (RPR) Services:
 - 1. ~~If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.~~
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **N/A**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **N/A**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		

Exhibit K -Task Order Form.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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a. Study and Report Phase	\$ 57,500	Lump Sum
b. Preliminary Design Phase	\$ 224,000	Lump Sum
c. Final Design Phase	\$ 42,000	Lump Sum
———— d. Bidding Phase	\$ 0	
———— e. Construction Phase	\$ 0	
———— f. Post-Construction Phase*	\$ 0	
2. Resident Project Representative Services*	\$ 0	
TOTAL COMPENSATION (items 1 and 2)	\$ 323,500	Lump Sum
3. Additional Services under Section 3.D above	(N/A)	

*Based on a ~~[number]~~ month continuous construction period.

The Phases are based on scope descriptions in Exhibit A and the above phase names should not be changed. If there is no fee associated with a Phase the dollar amount is left as \$0. Basis of Compensation is either Lump Sum or Standard Hourly Rate.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. **Kimley-Horn And Associates, Inc.**
- B. **Terracon**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit C to Task Order – Amendment to Main Agreement
- D. Attachment 1 – Kimley Horn Proposal for Phase 1: Design, Construction Documents & Permitting

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By:

Print Name:

Title:

ENGINEER:

By:

Print Name: Myriah M. Shewchuk, PLA

Title: On-Call Contract Manager

Firm's License No.:

Engineering Lic. No. C-0206

Architectural Lic. No. 50213

Landscape Architectural Lic. No C-427

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address:

E-Mail:

Phone:

Date:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Bradon Rountree

Title: Project Manager

Address: 324 Evans Street
Greenville, NC 27858

E-Mail: brandon.rountree@eastgroup.com

Phone: 252-544-0027

Date: 10/21/2025

Exhibit K -Task Order Form.

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Page 5 of 6

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION:

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

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

EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

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

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. ~~If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:~~
 - 1) ~~[List the specific potential solutions to be studied and evaluated here].~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [insert specific number] alternative solutions potentially~~

~~available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. ~~Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."~~
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. ~~Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.~~

13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
 - e. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
14. ~~Inquire regarding survey methodologies and technologies that would aid in addressing Owner’s Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.~~
15. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s).
 - a. ~~For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.~~
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner’s comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Topographic Survey**
 - 1) **Location & mapping of property boundaries and easements for the property shown within the project areas.**
 - 2) **Location & mapping of all improvements (curb, sidewalks, buildings, utilities, structures, site furnishings, etc.) located within the project areas.**
 - 3) **Mapping of topographic information (including contours at 1' intervals and spot elevations) within the project areas.**
 - b. **Geotechnical**
 - 1) **Soil Analysis Report from different types of bores along the site limits. Done by Terracon.**
 - c. **Field Design Study and Report - Refer to subconsultant agreement under Task 1.0 for this phase – Kimley Horn dated 10/20/25 (ATTACHMENT 1)**
17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer’s use in the preparation of a Preliminary Design Phase Report.
3. Prepare a Preliminary Design Phase Report in the following format:
 - a. **The following sheets are anticipated:**
 - 1) **Existing Conditions Survey**
 - 2) **Overall Site Plan**
 - 3) **Demolition Plan**
 - 4) **Site Plan**
 - 5) **Erosion and Sediment Control Plan**
 - 6) **Grading and Drainage Plan**
 - 7) **Stormwater Plan**
 - 8) **Utility Plan (water)**
 - 9) **Planting Plan**
 - 10) **Site Details**
4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner’s standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the “Specific Project Goals”).
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
 - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

- f. Revised opinions of probable Construction Cost.
 - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
 - j. Other matters and information pertinent to addressing the Specific Project Goals.
5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner’s instructions.
 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 8. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer’s design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
 9. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure (“Underground Facilities Procedure”) for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” as a basis for establishing such Underground Facilities Procedure.

- b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
- c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
- 12. Prepare initial draft of a comprehensive permit document that identifies Owner’s permit duties, Engineer’s permit duties, and Contractor’s permit duties, and the schedule for permitting activities.
- 13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
- 14. Obtain Owner’s instructions 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/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner’s standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner’s instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- 15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer’s findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer’s findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner’s comments.
- 16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

- a. **Field Design - Refer to subconsultant agreement Refer to subconsultant agreement under Task 2.0, 3.0, and 4.0 for this phase – Kimley Horn dated 10/20/25 (ATTACHMENT 1)**
 - b. **60% Design plan set following the format in section B.3 above and incorporated Kimley Horn’s Field Design.**
 - c. **90% Design plan set following the format in section B.3 above and incorporated Kimley Horn’s Field Design.**
17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
18. Revise the Report and any other deliverables in response to Owner’s comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer’s services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer’s scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer’s services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
- 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer’s compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - 2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
 - 3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer’s services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking),

Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
 - 1. First Final Design Phase draft of all Drawings and Specifications.
 - 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 - 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.
 - 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

- E. During the Final Design Phase, the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:
 - 1) **City of Greenville Land Disturbance Permit Application**
 - 2) **City of Greenville Site Plan and Permit Application**
 - 3) **State Stormwater Permit and Application**
 - 4) **Floodplain Development Permit**
 - 5) **State of NC Erosion and Sediment Control Plan**
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.
 - g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.
5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. **Kick-Off & Planning Meeting**
 - b. First draft design review meeting at Owner's office.
 - c. Second draft design review meeting at Owner's office.
 - d. **Monthly Meeting as requested by Owner.**
 - e. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. **Field Design - Refer to subconsultant agreement Refer to subconsultant agreement under Task 5.0 for this phase – Kimley Horn dated 10/20/25 (ATTACHMENT 1)**
 - b. **The following sheets are anticipated:**
 - 1) **Existing Conditions Survey**
 - 2) **Overall Site Plan**
 - 3) **Demolition Plan**
 - 4) **Site Plan**
 - 5) **Erosion and Sediment Control Plan**
 - 6) **Grading and Drainage Plan**
 - 7) **Stormwater Plan**
 - 8) **Utility Plan (water)**
 - 9) **Planting Plan**
 - 10) **Site Details**

- c. **This plan set will be prepared as a 100% Design and include Kimley Horn Field Design.**
- d. **Front-End Construction Contract Documents.**

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase (**LIMITED**)

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. ~~Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.~~
2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. ~~Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution~~

~~by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.~~

- ~~5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.~~
- ~~6. Consult with Owner as to the qualifications of prospective contractors.~~
- ~~7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
- ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. N/A
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase ~~DELETED~~

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, 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. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
 2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.
 3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**
 4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed

inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and

equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
16. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
18. **Change Proposals and Claims**
 - a. **Review and respond to Change Proposals.** Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. **Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.**
19. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings,

conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
22. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents

(subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
 25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **[List any such tasks or deliverables here].**
 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 ~~Post-Construction Phase~~ **DELETED**

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner

in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. **[List any such tasks or deliverables here].**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and

- g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third

parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit One review copy of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within 30 days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within 14 days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit One copy of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within 14 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit One review copy of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within 30 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within 14 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit One copy of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within 14 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit One copy of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within 21 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within 12 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit One copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within 7 days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.

Exhibit B - Task Order Deliverables Schedule

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit One of copy of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within 7 days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit One copy of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within 7 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within 7 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: One copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and One of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within 7 days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.

Exhibit B - Task Order Deliverables Schedule

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **TO#14**

Owner: **City of Greenville, NC**

Engineer: **The East Group**

Effective Date of Agreement: **October 7, 2024**

Nature of Amendment: (Check those that apply)

- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to term of Main Agreement
- Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

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

Agreement Summary (Reference only):

a. Original Agreement amount:	<u>\$</u> 0.00
b. Net change for prior amendments:	<u>\$</u> 495,250.00
c. This amendment amount:	<u>\$</u> 323,500.00
d. Adjusted Agreement amount:	<u>\$</u> 818,750.00

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **November 1st, 2025.**

Owner
City of Greenville, NC

(typed or printed name of organization)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Engineer
The East Group

(typed or printed name of organization)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Name: Myriah Shewchuk

(typed or printed)

Title: Contract Manager

(typed or printed)



October 20, 2025

Myriah Shewchuk, PLA, LEED AP
The East Group
324 Evans Street
Greenville, NC 27858

Re: Letter Agreement for Professional Services for ECU North Recreation Complex
Field Nos. 1-4 Renovation & Turf Replacement
Phase 1: Design, Construction Documents & Permitting

Dear Myriah:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to **The East Group, P.A. or The East Group** (“Client”) for providing professional services for renovation & turf replacement of four (4) rectangle fields located at ECU’s North Recreation Complex, 3764 US-264 in Greenville, NC also identified as Parcel Number 58471 by Pitt County (“Project”).

Project Understanding

Kimley-Horn understands this project phase includes planning, civil engineering, & construction documents in collaboration with The East Group for the renovation & turf replacement for Field Nos. 1-4 at ECU North Recreation Complex.

Kimley-Horn understands City of Greenville Parks & Recreation shall be the end-user & considered the “Owner” for the purpose of this project. “Owner” referenced herein to identify certain responsibilities to provide information to Kimley-Horn and not intended to construe a contractual relationship. All such information shall be provided to the Client for distribution to Kimley-Horn.

Basis of Design for Athletic Fields

Kimley-Horn shall provide professional design services identified herein based on the following known information specifically related to the project.

- i. Principal use is up to four (4) above-ground high school rectangular field sports (soccer, lacrosse) synthetic turf fields of approximately 110,000 SF each. Major sport lines will be permanently installed.
- ii. Rectangular field will be dimensioned based on National Federation of High Schools (NFHS) current standards or as directed by Owner.
- iii. Bleachers, scoreboards, & similar items will be Owner provided items.
- iv. Goals, game appurtenances, & event equipment & similar will be specified by Kimley-Horn & provided by the Owner. Foundations if needed will be per the manufacturer’s specification.
- v. Underground utilities, easements, physical features, rock, or other design constraints are assumed to not be present in areas impacted by construction.
- vi. City submission & approvals process including for fields, stormwater, environmental, parking, & exterior lighting, will be as a single stand-alone Site Plan Package submitted by others. No other administrative, zoning, planning, environmental, or jurisdictional approvals are required.
- vii. Review fees, application, permits & utility connections will be paid by the Client.

- viii. The Client will provide a geotechnical report suitable (as deemed by Kimley-Horn) in content for project reference.
- ix. Site grading design beyond the KH Design Envelope (as defined herein), stormwater drainage calculations or conveyance design, and structural design for site retaining walls shall be provided by the Client.
- x. The Client will provide a full-site topographic, utility, ownership, easement & boundary survey for project use.
- xi. Flood Study or Buffer Authorization Documents associated with the presence of FEMA mapped floodplain shall be provided by the Client.
- xiii. The Owner acknowledges that parts of the site are in flood-prone areas, & in designated floodplains. Therefore, risks, exposure, & damage to work in this agreement are the sole responsibility of the Owner.
- xiv. Site Plan references will use local Authority Having Jurisdiction (AHJ) Standard Notes & Site Plan Checklists.
- xv. The field playing area will be designed using synthetic turf with shock pad or E-layer.
- xvi. Sports lighting is contemplated for the field sites & may be a combination of new & used poles. Fixtures will be upgraded to LED.
- xvii. For stormwater engineering purposes, the field subbase will be calculated by the AHJ as 100-percent impervious for water quality & water quantity design.
- xviii. New synthetic turf field material, venue equipment, may be provided during construction under a separate contract(s). These items would be referenced as an "Owner Provided".
- ixx. All permitting shall be coordinated by the Client.
- xx. In-person meeting location is Greenville, NC. Virtual meetings will be via MS-Teams.

Assumptions

Kimley-Horn’s scope of services & fee assumes The East Group will provide survey mapping including any easements, topography, environmental features, & utilities for our use. In addition, the Client shall provide available record drawings, historical surveys, or other environmental documents for the project site for our review. Meeting space, invitations, & access for any virtual participants for design charettes, coordination meetings, or other presentations shall be provided by others.

Kimley-Horn assumes the Client shall provide written, consolidated review comments following each document package submittal. Responses to comments shall be incorporated, as necessary, into subsequent document submittals along with a written Comment Response Letter.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1.0, Project Initiation & Field Plan Confirmation

Existing Data Review. Consultant shall review existing record drawings, historical planning documents, & other project specific documents, if available, as provided by the Client. We will incorporate this data into our site analysis efforts to mitigate duplicative efforts & build on these efforts to expedite pre-design process.

Site Analysis. Consultant shall develop base mapping utilizing surveys provided by others to analyze existing conditions for feasibility of the project’s program. We will evaluate topography, natural environmental constraints, access, & public utility easements to determine the available area(s) for the

sports fields.

Field Lighting Analysis. Consultant shall conduct an initial structural visual evaluation of the existing field lighting poles within KH Design Envelope & electrical infrastructure study directly supporting these light fixtures mounted on poles. Analysis will be required to determine existing poles ability to structurally support new LED lighting fixtures weight and electrical demand. Based on our findings, Kimley-Horn shall provide potential remedies to the existing condition of the light pole. Additional evaluation or testing beyond the visual assessment will be performed as Additional Services per the terms of this Agreement.

Pre-Design Site Visit. Consultant shall visit the Project to observe existing conditions to inform the Field Plan design. Site Visit will be scheduled following receipt of Notice to Proceed & in conjunction with the Project Kick-off & Planning Meeting.

Project Kick-off & Planning Meeting. Consultant shall coordinate & participate in a Project Kick-off & Planning Meeting with the Client & Owner. During this meeting, Kimley-Horn shall include the following:

- Review & confirm programming for fields, field locations.
- Review & confirm field markings (striping, colors by sport, dominant & subordinate lining, logos)
- Review & confirm project timelines, durations for review & comments, meeting notices.
- Review & confirm preferred communication channels & points of contact.
- Review & confirm project schedule, identify critical path elements, & anticipated milestones.

Deliverables. Attendance by two (2) Kimley-Horn professional staff included in the task above.

Overall Field Plan Confirmation. Consultant shall prepare up to two (2) overall field plan alternatives sketches based on the Owner’s program previously provided. Plans may be hand-drawn with sufficient detail to communicate the design program elements & will be preliminary in nature. These initial plans are intended to confirm the Owner’s priorities for improvements.

Athletic Field Construction Virtual Presentation. Consultant shall collaborate with the Client to develop a presentation related to athletic field construction. In particular, this presentation will include high-level information for types of synthetic turf, natural turfgrass, & comparative field construction. We suggest the audience be limited to the Client, Owner & project stakeholders only to maximize the effectiveness. This presentation is not intended to be a public meeting.

Deliverables. Meeting Agenda, Meeting Graphics or Documents, Overall Field Plan Sketch Alternatives.

Task 2.0, Design Development Document Package (60% Design)

Design Development Document Package. Consultant shall prepare a 60% design development plan set for the project area. Kimley-Horn design scope shall be limited to the field envelope plus approximately 5-feet beyond (“KH Design Envelope”). These plans shall be coordinated with the Client to facilitate CAD file sharing & provide an integrated overall design.

Design Development Package Review Meeting. Consultant shall meet with the Client & Owner to review the Design Development Document Package. This meeting may be virtual or hybrid to allow for

extended Design Team participation. Drawings & specifications will include the following field specific information:

- Site Plan with Field Layout
- Field Layout Dimensional Plans
- Field Precise Grading Plan
- Field Stormwater Underdrain Plan & Details
- Field Hardscape Plan (edge restraint for synthetic turf)
- Field Construction Details
- Field Lighting Plan

Deliverables. Design Development Document Package in Adobe PDF.

Task 3.0, Permitting Document Package (90% Design)

Permit Document Package. Consultant shall prepare a 90% construction drawing plan set & draft specifications for the KH Design Envelope suitable for AHJ permitting. Field elements will be further refined with precise field layout, construction-level detailing, & material selections incorporated into traditional plan sheets. Drawings & specifications will include the following additional information field specific information:

- Hardscape Construction Details
- Irrigation Plan & Details

Permitting Document Package Review Meeting. Consultant shall meet with the Client & Owner to review the Permitting / 90% Construction Document Package. This meeting may be virtual or hybrid to allow for extended Design Team participation.

Deliverables. Permit / 90% Construction Plan & Draft Specification Package in Adobe PDF.

Task 4.0, Permitting Support Services

Permitting Support Services. Consultant shall support the Client with AHJ Permitting through review & response to comments specific to the KH Design Envelope. We shall revise drawing plan sheets as needed to incorporate these comments & coordinate with the Client to provide a comprehensive resolution. We anticipate AHJ Permitting to include City of Greenville Site Plan Review & North Carolina State Construction Office (SCO) Review. Kimley-Horn has included up to three (3) rounds of review with this task.

Fee Note:. Task shall be billed hourly, not-to-exceed with the budget provided below in Fees & Expenses.

Task 5.0, Final Design Package (100% Design)

Final Design Package. Consultant shall prepare a final construction drawing plan set and specifications for the KH Design Envelope suitable for bidding & construction. These Issued for

Construction Plan will be indexed with the overall Construction Plans by the Client. Written specifications shall be provided on with project template in MS Word for incorporation into the Project or Bid Manual.

Deliverables. Final Construction Plan in Adobe PDF & Specification Sections in MS Word & Adobe PDF.

Services Not Included

Any other services or deliverables not expressly described above in this Scope of Services are not included in this Agreement.

- Field Branding or Wayfinding design.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services & performed at Kimley-Horn's then-current hourly rates. Kimley-Horn will require written authorization from the Client prior to any Additional Services being performed.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness & accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Parcel ALTA / NSPS Boundary Survey, Topographic Survey, Utility Survey.
- Parcel Wetlands Delineation Mapping.
- Record drawings, historical surveys, or other environmental documents of the project area.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee & Expenses

Kimley-Horn will perform the services in **Tasks 1-3, 5, & associated expenses** for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, & similar project fees will be paid directly by the Client.

Kimley-Horn will perform the services in **Task 4** on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	Plan Initiation & Field Plan Confirmation	\$ 33,000.00	Lump Sum
2	Design Development Document Package (60% Design)	\$ 77,000.00	Lump Sum
3	Permitting Document Package (90% Design)	\$ 48,000.00	Lump Sum
4	Permitting Support Services	\$ 45,000.00	Hourly, Not-to-Exceed
5	Final Design Package (100% Design)	\$ 16,000.00	Lump Sum
	Expenses	\$ 6,000.00	Lump Sum
Total		\$ 225,000.00	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Lump sum fees & expenses will be invoiced monthly upon the overall percentage of services performed.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, & other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, & local mileage. Administrative time related to the project may be billed hourly. All permitting, application, & similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to & paid by the Client.

Payment will be due within 25 calendar days of your receipt of the invoice & should include the invoice number & Kimley-Horn project number.

Please be advised that Kimley-Horn is not a Contingent Partner in this project. As such, the Consultant shall be paid in full for all professional services rendered.

Closure

In addition to the matters set forth herein, our Agreement shall include & be subject to, & only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn & Associates, Inc., and "Client" shall refer to **The East Group, P.A.**

Kimley-Horn, in an effort to expedite invoices & reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number & Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to: _____

_____ Please copy: _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED:

PRINTED NAME: Ron Kagawa

Brandon P. White, PLA, ASLA

TITLE: Vice President

Vice President

DATE:

The East Group, P.A.

SIGNED:

PRINTED NAME:

TITLE:

DATE:

Client's Federal Tax ID:

Client's Business License No.:

Client's Street Address:

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



City of Greenville, North Carolina

Meeting Date: 11/10/2025

Title of Item: Budget Ordinance Amendment #4 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Vehicle Replacement Fund (Ordinance #25-020), and Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached for consideration at the November 10, 2025 City Council meeting is Budget Ordinance Amendment #4 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Vehicle Replacement Fund (Ordinance #25-020), and Special Revenue Grant Fund (Ordinance #11-003).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Adjustment to the General Fund Operating Budget to reflect projected actuals.	General Fund	\$80,000
B	Closing & Reconciling various capital projects.	Public Works Capital Projects Fund	(37,627,021)
C	Establishing the Arlington Boulevard Sidewalk Project; 80% of costs will be reimbursed from Federal and State sources. The City will fund 20% of the total project costs as a transfer of funds.	General Fund Engineering Capital Projects Fund	62,500 312,500
D	Recognizing the full cost of providing services to departments previously budgeted across the City.	Vehicle Replacement Fund	1,287,349

E	Appropriating bond premium revenues for the purposes of supporting continuing activities of Phase II of the Pipe Replacement Project.	Public Works Capital Projects Fund	298,000
F	Recognizing the Assistance to Firefighters Grant - 24 awarded to Fire/Rescue; Recognizing the BikeSafe Grant (2nd Year Funding) to the Police Department; and, Recognizing the Governors Highway Safety Program Grant (2nd year funding) to the Police Department.	Special Revenue Grants Fund General Fund	732,235 70,074

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2025-26 Revised Budget</u>	<u>Amendment #4</u>	<u>2025-26 Budget per Amend #4</u>
General	\$124,675,130	\$212,574	\$124,887,704
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	6,329,243	-	6,329,243
Fleet Maintenance	6,745,000	-	6,745,000
Sanitation	15,463,480	-	15,463,480
Stormwater	12,349,595	-	12,349,595
Inspections	1,900,000	-	1,900,000
Housing	5,464,034	-	5,464,034
Affordable Housing	4,803,600	-	4,803,600
Health Insurance	14,991,217	-	14,991,217
Vehicle Replacement	5,487,002	1,287,349	6,774,351
Facilities Improvement	1,478,535	-	1,478,535
Special Revenue Grants	19,889,764	732,235	20,621,999
Public Works Capital Projects	43,478,246	(37,329,021)	6,149,225
Recreation & Parks Capital Projects	33,625,146	-	33,625,146
Community Development Capital Projects	19,970,634	-	19,970,634
Occupancy Tax	1,750,000	-	1,750,000

Engineering Capital Projects	72,700,525	312,500	73,013,025
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	15,390,000	-	15,390,000
Donations	605,986	-	605,986
Enterprise Capital Projects	37,634,181	-	37,634,181
IT Capital Projects Fund	3,820,991	-	3,820,991
Capital Reserve Fund	1,000,000	-	1,000,000
Pitt-Greenville Convention and Visitors Authority (CVA)	2,363,146	-	2,363,146
ARPA Fund	24,687,811	-	24,687,811
Opioid Settlement Fund	500,877	-	500,877

Recommendation: Approve Budget Ordinance Amendment #4 Amending the 2025-2026 City of Greenville Budget (Ordinance #25-020), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Vehicle Replacement Fund (Ordinance #25-020), and Special Revenue Grant Fund (Ordinance #11-003).

ATTACHMENTS

[BA26-4.pdf](#)

**ORDINANCE NO. 25-
CITY OF GREENVILLE, NORTH CAROLINA**

Ordinance (#4) Amending the 2025-26 General Fund (Ordinance #25-020), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Vehicle Replacement Fund (Ordinance #25-020), and Special Revenue Grant Fund (Ordinance #11-003).

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #4						
	2025-26 Revised Budget	A.	C.	F.	Total Amend #4	2025-26 Budget per Amend #4
ESTIMATED REVENUES						
Property Tax	\$ 46,665,522	\$ -	\$ -	\$ -	\$ -	\$ 46,665,522
Sales Tax	30,512,904	-	-	-	-	30,512,904
Video Prog. & Telecom. Service Tax	704,948	-	-	-	-	704,948
Rental Vehicle Gross Receipts	177,000	-	-	-	-	177,000
Utilities Franchise Tax	7,492,757	-	-	-	-	7,492,757
Motor Vehicle Tax	1,803,631	-	-	-	-	1,803,631
Other Unrestricted Intergov't	905,000	-	-	-	-	905,000
Powell Bill	2,960,000	-	-	-	-	2,960,000
Restricted Intergov't Revenues	1,019,000	-	-	-	-	1,019,000
Licenses, Permits and Fees	4,300,199	-	-	-	-	4,300,199
Rescue Service Transport	4,758,234	-	-	-	-	4,758,234
Parking Violation Penalties, Leases,	625,000	-	-	-	-	625,000
Other Revenues	1,957,919	-	-	-	-	1,957,919
Interest on Investments	4,723,564	-	-	-	-	4,723,564
Transfers In GUC	9,053,691	-	-	-	-	9,053,691
Appropriated Fund Balance	7,015,761	80,000	62,500	70,074	212,574	7,228,335
Transfer from Other Funds	-	-	-	-	-	-
Total Revenues	\$ 124,675,130	\$ 80,000	\$ 62,500	\$ 70,074	\$ 212,574	\$ 124,887,704
APPROPRIATIONS						
Mayor/City Council	\$ 609,021	\$ -	\$ -	\$ -	\$ -	\$ 609,021
City Manager	4,141,501	-	-	-	-	4,141,501
City Clerk	409,795	20,000	-	-	20,000	429,795
City Attorney	778,519	60,000	-	-	60,000	838,519
Human Resources	4,355,243	-	-	-	-	4,355,243
Information Technology	5,292,945	-	-	-	-	5,292,945
Engineering	7,138,507	-	-	-	-	7,138,507
Fire/Rescue	23,262,113	-	-	-	-	23,262,113
Financial Services	4,240,521	-	-	-	-	4,240,521
Recreation & Parks	11,066,653	-	-	-	-	11,066,653
Police	34,690,030	-	-	-	-	34,690,030
Public Works	8,868,810	-	-	-	-	8,868,810
Planning & Development	1,850,302	-	-	-	-	1,850,302
Neighborhood & Business Services	2,205,107	-	-	-	-	2,205,107
Project Management	444,626	-	-	-	-	444,626
OPEB	700,000	-	-	-	-	700,000
Contingency	30,000	-	-	-	-	30,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	\$ 108,132,805	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ 108,212,805
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 16,542,325	\$ -	\$ 62,500	\$ 70,074	\$ 132,574	\$ 16,674,899
Total Other Financing Sources	\$ 16,542,325	\$ -	\$ 62,500	\$ 70,074	\$ 132,574	\$ 16,674,899
Total Approp & Other Fin Sources	\$ 124,675,130	\$ 80,000	\$ 62,500	\$ 70,074	\$ 212,574	\$ 124,887,704

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

	2025-26 Revised Budget	B.	E.	Total Amend #4	2025-26 Budget per Amend #4
ESTIMATED REVENUES					
Occupancy Tax	\$ 422,610	\$ (422,610)	\$ -	\$ (422,610)	\$ -
Transfers from Other Funds	25,049,878	(23,864,285)	-	(23,864,285)	1,185,593
Other Income	2,731,245	(2,000,000)	-	(2,000,000)	731,245
Spec Fed/State/Loc Grant	5,137,777	(5,137,777)	-	(5,137,777)	-
Long Term Financing	7,950,000	(6,202,349)	298,000	(5,904,349)	2,045,651
Appropriated Fund Balance	2,186,736	-	-	-	2,186,736
Total Revenues	\$ 43,478,246	\$ (37,627,021)	\$ 298,000	\$ (37,329,021)	\$ 6,149,225
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	\$ 7,191,050	\$ (7,191,050)	\$ -	\$ (7,191,050)	\$ -
Streets Modular Buildings	750,000	-	-	-	750,000
Sidewalk Development Project	791,287	(791,287)	-	(791,287)	-
Gateway Sign Project	350,000	-	-	-	350,000
Energy Efficiency Project	777,600	(777,600)	-	(777,600)	-
Energy Savings Equipment Project	2,591,373	(2,591,373)	-	(2,591,373)	-
Convention Center Expansion Project	4,718,000	(4,718,000)	-	(4,718,000)	-
Pedestrian Improvement Project	210,761	(210,761)	-	(210,761)	-
Street Lights & Cameras	3,001,225	-	-	-	3,001,225
F/R Station 3 Parking Lot	139,551	(139,551)	-	(139,551)	-
F/R Station 2 Bay Expansion	244,655	(244,655)	-	(244,655)	-
Parking Lot Enhancements	4,866	(4,866)	-	(4,866)	-
Street Improvements Project	13,032,297	(13,032,297)	-	(13,032,297)	-
Safe Routes to School	1,409,463	(1,409,463)	-	(1,409,463)	-
Imperial Demolition	238,464	(238,464)	-	(238,464)	-
Parking Deck Safety Improvements	180,000	(180,000)	-	(180,000)	-
Emerald Loop Lighting Upgrades	200,000	(200,000)	-	(200,000)	-
CVA - Pedestrian Mall Renovation	326,042	(326,042)	-	(326,042)	-
Pipe Improvement Project	1,750,000	-	298,000	298,000	2,048,000
Transfer to Other Funds	3,307,374	(3,307,374)	-	(3,307,374)	-
Transfer to General Fund	636,801	(636,801)	-	(636,801)	-
Transfer to Street Improvement	1,002,567	(1,002,567)	-	(1,002,567)	-
Transfer to Recreation & Parks Capital	74,870	(74,870)	-	(74,870)	-
Transfer to Facilities Improvement	300,000	(300,000)	-	(300,000)	-
Transfer to IT Capital Projects Fund	250,000	(250,000)	-	(250,000)	-
Total Appropriations	\$ 43,478,246	\$ (37,627,021)	\$ 298,000	\$ (37,329,021)	\$ 6,149,225

Section III: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	C.	Total Amend #4	2025-26 Budget per Amend #4
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 19,675,000	\$ -	\$ -	\$ 19,675,000
Restricted Intergovernmental - NCDOT	240,000	250,000	250,000	490,000
Transfer from ARPA Fund	9,813,000	-	-	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	1,500,000	-	-	1,500,000
Transfer from Other Funds	4,899,182	-	-	4,899,182
Other In-kind Contributions	1,150,000	-	-	1,150,000
Transfer from General Fund	18,081,368	62,500	62,500	18,143,868
Transfer from Stormwater Utility	4,000,000	-	-	4,000,000
Sale of Property	1,433,040	-	-	1,433,040
Long Term Financing	8,642,053	-	-	8,642,053
Total Revenues	\$ 72,700,525	\$ 312,500	\$ 312,500	\$ 73,013,025
APPROPRIATIONS				
BUILD	\$ 48,956,506	\$ -	\$ -	\$ 48,956,506
Pavement Management Program	15,885,508	-	-	15,885,508
Employee Parking Lot	1,293,968	-	-	1,293,968
Ficklen Street Improvements	248,872	-	-	248,872
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	45,000	-	-	45,000
4th Street Project	1,125,000	-	-	1,125,000
Traffic Safety Improvements	56,000	-	-	56,000
Arts District	885,000	-	-	885,000
North South Connector	1,500,000	-	-	1,500,000
ADA	-	-	-	-
Pavement Conditions	375,000	-	-	375,000
Safe Streets For All	500,000	-	-	500,000
Pedestrian Improvements	400,000	-	-	400,000
Transfer to General Fund	179,671	-	-	179,671
Arlington Sidewalk Project	-	312,500	312,500	312,500
Total Appropriations	\$ 72,700,525	\$ 312,500	\$ 312,500	\$ 73,013,025

Section IV: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #25-020 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	D.	Total Amend #4	2025-26 Budget per Amend #4
ESTIMATED REVENUES				
Sale of Property	\$ -	\$ -	\$ -	\$ -
Other Revenues	-	-	-	-
Transfer from City Departments	-	1,287,349	1,287,349	1,287,349
Transfer from Other Funds	3,601,408	-	-	3,601,408
Appropriated Fund Balance	1,885,594	-	-	1,885,594
Total Revenues	\$ 5,487,002	\$ 1,287,349	\$ 1,287,349	\$ 6,774,351
APPROPRIATIONS				
Capital Equipment	\$ 5,487,002	\$ 1,287,349	\$ 1,287,349	\$ 6,774,351
Total Appropriations	\$ 5,487,002	\$ 1,287,349	\$ 1,287,349	\$ 6,774,351

Section V: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Revised Budget	F.	Total Amend #4	2025-26 Budget per Amend #4
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 16,066,667	\$ 662,161	\$ 662,161	\$ 16,728,828
CARES Act Funding	1,526,923	-	-	1,526,923
Transfer From General Fund	1,812,627	70,074	70,074	1,882,701
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	48,235	-	-	48,235
Other Income	407,893	-	-	407,893
Total Revenues	\$ 19,889,764	\$ 732,235	\$ 732,235	\$ 20,621,999
APPROPRIATIONS				
Personnel	\$ 2,319,850	\$ -	\$ -	\$ 2,319,850
Operating	5,327,354	5,000	5,000	5,332,354
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	30,419	-	-	30,419
COVID-19	1,526,923	-	-	1,526,923
Rural Housing Recovery Grant	350,000	-	-	350,000
STAR Grant	330,000	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	24,500
Governor's Crime Commission Grant 23	22,900	-	-	22,900
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Justice Assistance Grant 2023	53,522	-	-	53,522
Justice Assistance Grant 2024	46,731	-	-	46,731
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Assistance to Fire Fighters Grant	404,438	-	-	404,438
USAR	94,000	-	-	94,000
Body Worn Cameras	1,400,000	-	-	1,400,000
Transfer to Other Funds	1,375,877	-	-	1,375,877
Boviet Solar Economic Development	2,666,666	-	-	2,666,666
Shot Spotter	1,402,214	-	-	1,402,214
Governor's Highway Safety Program	31,000	26,500	26,500	57,500
Assistance to Fire Fighters Grant - 24	-	700,735	700,735	700,735
Total Appropriations	\$ 19,889,764	\$ 732,235	\$ 732,235	\$ 20,621,999

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

Adopted this 10th day of November, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk