# City of High Point

*Municipal Office Building*
*211 S. Hamilton Street*
*High Point, NC 27260*

## Meeting Agenda

**Thursday, December 1, 2022**

**4:00 PM**

**3rd Floor Conference Room**

## Finance Committee

***Britt Moore, Chair***
***Committee Members:***
***Monica Peters, Mayor Pro Tem***
***Michael Holmes***
***Victor Jones***

***Jay Wagner, Mayor (Alternate)***

## FINANCE COMMITTEE - Britt W. Moore, Chair

## CALL TO ORDER

## PRESENTATION OF ITEMS

2022-566 Equipment for Surplus - Landfill Operations Division

City Council is requested to approve the listed Landfill Operations Division equipment as surplus and sold through the online auction process.
2006 Caterpillar D7R II Dozer
2006 Caterpillar 325DL Excavator
2008 CMI Terex TC550 Compactor
2011 CMI Terex TC550 Compactor
2005 CMI Terex 390E Compactor

***Attachments:*** 1. Equipment for Surplus – Landfill Operations Division

2022-567 Environmental Services Positions Reallocation

City Council is requested to approve the reallocation of three (3) part time Environmental Services Worker positions to two (2) full time Environmental Services Special Route Operator positions to allow for a consistent and ease of scheduling while utilizing non-CDL equipment to meet the needs of downtown and other collection needs.

***Attachments:*** 2. Environmental Services Positions Reallocation

2022-568 Contract Renewal - Sole Source - Computerized Maintenance Management System (CMMS)-Accruent

City Council is requested to approve a sole source contract renewal with Accruent in the amount of $52,560.86 for the computerized maintenance management system (CMMS) software that centralizes maintenance information and facilitates the processes of maintenance operations.

***Attachments:*** 3. Contract Renewal – Sole Source – Computerized Maintenance Management

2022-569 Contract - Kemp Construction, Inc. - Eastside Wastewater Treatment Plant (WWTP) Final Clarifier #3

City Council is requested to award a contract to Kemp Construction, Inc. in the amount of $106,524 to install replacement parts that have been pre-purchased from Evoqua Water Technologies for the repair of final clarifier #3 at the Eastside Wastewater Treatment Plant (WWTP).

***Attachments:*** 4. Contract – Kemp Construction, Inc. – Eastside Wastewater Treatment Plant (

2022-570 Contract(s) Chandler Concrete Co. (Primary) Childers Concrete Co. (Secondary) Citywide (Public Services)

City Council is requested to award a contract to Chandler Concrete Co. in the amount of $153,037.50 (Primary) & Childers Concrete Co. $173,875.00 (Secondary) to provide concrete materials to city crews allowing the availability of materials to be supplied when performing maintenance functions that require various different types of concrete such as sidewalk, curb/gutter and related repairs to the stormwater drainage system, etc. within the jurisdictional limits of the City.

***Attachments:*** 5. Contract(s) Chandler Concrete Co. (Primary) Childers Concrete Co. (Second

2022-571 Contract - Oltrin Solutions / Trinity Manufacturing, Inc. - Sodium Hypochlorite

City Council is requested to award a contract to Oltrin Solutions / Trinity Manufacturing Inc. in the amount of $437,580 for the supply of Sodium Hypochlorite chemical product used at the City's water and wastewater treatment facilities for treatment processes to each of the following plants: Ward Water Treatment Plant (WTP), Eastside Wastewater Treatment Plant (WWTP), Westside Wastewater Treatment Plant (WWTP).

***Attachments:*** 6. Contract – Oltrin Solutions - Trinity Manufacturing, Inc. – Sodium Hypochlorite

2022-572 North Carolina Department of Transportation (NCDOT) - Reimbursement Schedule C

City Council is requested to approve the municipal agreements with the North Carolina Department of Transportation (NCDOT) schedule C to allow the City to be reimbursed for costs associated with the operation of the High Point Signal System. Reimbursement for costs associated with Schedule C are capped at $300,000 per year. These new schedules cover preventive maintenance and the replacement of damaged, inoperative, or obsolete equipment and include updated pricing for equipment, materials, and labor, and both agreements will be retroactive to July 1, 2022 and effective for one (1) year, and may be renewed annually by the City Manager for up to five (5) additional years before a new agreement is required.

***Attachments:*** 7a. North Carolina Department of Transportation (NCDOT) - Reimbursement Sc

2022-573 North Carolina Department of Transportation (NCDOT) - Reimbursement Schedule D

City Council is requested to approve the municipal agreements with the North Carolina Department of Transportation (NCDOT) schedule D to allow the City to be reimbursed for costs associated with the operation of the High Point Signal System. . The base amount for costs to be reimbursed that are associated with Schedule D are $141,000 per year. These new schedules cover preventive maintenance and the replacement of damaged, inoperative, or obsolete equipment and include updated pricing for equipment, materials, and labor, and both agreements will be retroactive to July 1, 2022 and effective for one (1) year, and may be renewed annually by the City Manager for up to five (5) additional years before a new agreement is required.

***Attachments:*** 7b. North Carolina Department of Transportation (NCDOT) - Reimbursement Sc

2022-574 Master Professional Service Agreements for Architectural Services with

ADW, Clark Patterson Lee, Creech & Associates, Davis Kane, ESPA, Freeman Kennett, HH, Lindsey, McAdams, SEH, SCN, Stimmel, Summit, & Wooten

City Council is requested to authorize the City Manager and the appropriate city officials to execute Master Professional Service Agreements for architectural services with ADW, Clark Patterson Lee, Creech & Associates, Davis Kane, ESPA, Freeman Kennett, HH, Lindsey, McAdams, SEH, SCN, Stimmel, Summit, and Wooten to provide such services for City departments on an as needed basis through five (5) year master agreements.

***Attachments:*** 8. Master Professional Service Agreements -On Call Architectural Services

2022-575 Contract - Change Order No.2 - KBS Construction, Inc. - Upper Piedmont Lake Dredging and Dam Maintenance

City Council is requested to approve Change Order No. 2 to KBS Earthworks Inc. in the amount of $119,496.00 which is for removal of approximately 1,300 cubic yards of additional sediment to restore the stormwater storage and collection capacity within the Upper Piedmont Lake to its original design.

***Attachments:*** 9. Contract - Change Order No.2 - KBS Construction, Inc. - Upper Piedmont Lak

2022-576 Contract - Community Housing Solutions (CHS) - Cedrow Affordable Housing Project

City Council is requested to award a contact to Community Housing Solutions (CHS) in the amount of $1,486,886.56 to construct six affordable homes in the Cedrow Affordable Housing Project and that the appropriate City official and/or employee be authorized to execute all necessary documents.

***Attachments:*** 10. Contract – Community Housing Solutions (CHS) – Cedrow Affordable Housi

## ADJOURNMENT

# CITY OF HIGH POINT
## AGENDA ITEM

**Title: Concrete Citywide (Public Services) 2022-2023 (Bid 18-101122)**

| | | | |
|---|---|---|---|
| **From:** | Robby Stone, Public Services Director<br>Melinda King, Assistant PS Director | **Meeting Date:** | December 5, 2022 |
| **Public Hearing:** | N/A | **Advertising Date:**<br>**Advertised By:** | N/A |
| **Attachments:** | Concrete Primary Bid Recommendation Form<br>Concrete Secondary Bid Recommendation Form | | |

**PURPOSE**:
The City continues to budget on an annual basis for suppliers to provide concrete materials to city crews. This will allow the availability of materials to be supplied when performing maintenance functions that require various different types of concrete such as sidewalk, curb/gutter and related repairs to the stormwater drainage system, etc. within the jurisdictional limits of the City. It is critical that the City retain concrete services for response to needed repairs.

**BACKGROUND**:
On Friday, September 23rd, 2022 the City of High Point held the bid opening. Two bids were received, which came from Chandler Concrete Co. in the amount of $153,037.50 & Childers Concrete Co. in the amount of $173,875.00.
This contract has an availability date upon a notice to proceed, or execution of contracts by the City of High Point and Chandler Concrete Co. (Primary) & Childers Concrete Co. (Secondary),whichever occurs first, with a contract completion date of December 30th, 2023.

**BUDGET IMPACT**:
Funds for this contract are available in the FY 2022-2023 budget.

**RECOMMENDATION / ACTION REQUESTED:**
The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the contract to Chandler Concrete Co. (Primary) & Childers Concrete Co. (Secondary).

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

# FORMAL BID RECOMMENDATION
# REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: 11-21-2022

BID NO.: 18-101122 CONTRACT NO.: NA DATE OPENED: 10-11-2022

DESCRIPTION:

The city retains material suppliers for different types of concrete to be used by crews for performing sidewalk, curb/gutter and related repairs to the stormwater drainage system, etc. within the jurisdictional limits of the City. It is critical that the City retain concrete services for response to needed repairs.

PURPOSE:

The City continues to budget on an annual basis for suppliers to provide concrete materials to city crews. This will allow the availability of materials to be supplied when performing maintenance functions that require various different types of concrete.

COMMENTS:

At the (09.23.2022) bid opening, Chandler Concrete Co. was the lowest bidder. Their prices are competitive with the current pricing for this type of supplied material. This contract is for a one-year period with the option to renew for additional four one (1) year periods if terms and pricing are agreeable..

RECOMMEND AWARD TO: Chandler Concrete AMOUNT: 153,037.50

JUSTIFICATION:

The city retains two material suppliers for concrete (Primary and Secondary). Contracts will be awarded for a one-year period beginning (12.01.2022) and ending (11.30.2023) with the option to renew for additional four one (1) year periods if terms and pricing are agreeable.

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| 101721 | 526101 | | | 3,500 |
| | | | | |
| | | | | |
| | | | | |
| TOTAL BUDGETED AMOUNT | | | | |

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2022.11.10 08:22:55 -05'00' DATE: 11-10-2022

**The Purchasing Division concurs with recommendation submitted by the** Public Services **and recommends award to the lowest responsible, responsive bidder** Chandler Concrete **in the amount of $** 153,037.50.

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti Date: 2022.11.10 09:53:54 -05'00' DATE: 11-10-2022

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2022.11.29 08:11:52 -05'00' DATE: 11-29-22

CITY MANAGER: DATE:

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

**FORMAL BID RECOMMENDATION**
**REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: 11-21-2022

BID NO.: 18-101122 CONTRACT NO.: NA DATE OPENED: 10-11-2022

DESCRIPTION:

The city retains material suppliers for different types of concrete to be used by crews for performing sidewalk, curb/gutter and related repairs to stormwater drainage system, etc. within the jurisdictional limits of the city. It is critical that the city retain concrete services for response to needed repairs.

PURPOSE:

The City continues to budget on an annual basis for suppliers to provide concrete materials to city crews. This will allow the availability of materials to be supplied when performing maintenance functions that require various different types of concrete.

COMMENTS:

At the (09.23.2022) bid opening, Childers Concrete Co. came in as the second lowest bidder. Their prices are competitive with the current pricing for this type of supplied material. This contract is for a one-year period with the option to renew for additional four one (1) year periods if terms and pricing are agreeable.

RECOMMEND AWARD TO: Childers Concrete Co. (Secondary) AMOUNT: $173,875.00

JUSTIFICATION:

The city retains two material suppliers for concrete (Primary and Secondary). Contracts will be awarded for a one-year period beginning (12.01.2022) and ending (11.30.2023) with the option to renew for additional four one (1) year periods if terms and pricing are agreeable.

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| 101721 | 526101 | | | 1,500 |
| | | | | |
| | | | | |
| | | | | |
| TOTAL BUDGETED AMOUNT | | | | 1,500 |

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2022.11.10 08:24:05 -05'00' DATE: 11-10-2022

**The Purchasing Division concurs with recommendation submitted by the** Public Services **and recommends award to the lowest responsible, responsive bidder** Childers Concrete **in the amount of $** 173,875.00.

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti Date: 2022.11.10 09:45:48 -05'00' DATE: November 10, 2022

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2022.11.29 08:12:49 -05'00' DATE: 11-29-22

CITY MANAGER: DATE:

# CITY OF HIGH POINT
# AGENDA ITEM

**Title: Sole Source - CMMS Software Renewal Accruent**

**From:** Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

**Meeting Date:** December 5, 2022

**Public Hearing:** No

**Advertising Date:** N/A
**Advertised By:** N/A

**Attachments:** Attachment A - Accruent Invoice
Attachment B - Sole Source Form

---

**PURPOSE**:
To renew the annual contract with Accruent for the computerized maintenance management system (CMMS).

**BACKGROUND**:
A computerized maintenance management system (CMMS) is software that centralizes maintenance information and facilitates the processes of maintenance operations. It helps optimize the utilization and availability of physical equipment like vehicles, machinery, communications, plant infrastructures and other assets. The Water and Sewer Plant Maintenance Division utilizes Accruent CMMS software for tracking the operation, maintenance, and replacement of equipment at the water and wastewater facilities. This is a one-year contract renewal.

**BUDGET IMPACT**:
Funding is available in the 2022-2023 Budget.

**RECOMMENDATION / ACTION REQUESTED:**
The Public Services Department is recommending that Accruent be approved as a sole source vendor for the annual renewal of the CMMS software for $52,560.86.

Financial Services

Purchasing Division

NORTH CAROLINA'S INTERNATIONAL CITY™

Requisition #

**CITY OF HIGH POINT**
**SOLE SOURCE JUSTIFICATION FORM**
(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor: Accruent

Item(s): CMMS Software Renewal

Justification:

The Water and Sewer Plant Maintenance Division utilizes Accruent CMMS software for tracking the operation, maintenance, and replacement of equipment at the water and wastewater facilities.

Estimated expenditure for the above item(s): $52,560.86

Accounting Unit and Account(s): 621757-527101

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☐ Performance or price competition for a product are not available.
2. ☑ A needed product is available from only one source of supply.
3. ☑ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head/Authorized Personnel: Robby Stone — Digitally signed by Robby Stone Date: 2022.11.23 08:41:46 -05'00'

Department/Division: Public Services Dept. Date: 11/23/22

APPROVAL PROCESS

Purchasing Manager: Erik S. Conti — Digitally signed by Erik S. Conti Date: 2022.11.28 09:01:48 -05'00'

Financial Services Director: Bobby Fitzjohn — Digitally signed by Bobby Fitzjohn Date: 2022.11.29 08:14:19 -05'00'

City Council ($30,000 – Up):

11500 Alterra Pkwy
Suite 110
Austin, TX 78758

**Tel:** (512) 861-0726
**Web:** www.accruent.com

## Client Information

| | | | |
|---|---|---|---|
| **Client Name:** | City of High Point | **Client Contact Name:** | Derrick Boone |
| **Bill To:** | Casey Miller<br>PO Box 230 High Point, NC 27261 USA | **Client Contact Email:** | derrick.boone@highpointnc.gov |
| **Ship To:** | Kim Hilton<br>121 N Pendleton St High Point, NC 27260 USA | **Client Contact Phone:** | 3368833166 |
| **Billing Email:** | casey.miller@highpointnc.gov | | |

## Quote Information

| | | | |
|---|---|---|---|
| **Quote #:** | Q-254182-2 | **Quote Expiration:** | 12/31/2022 |
| **Start Date:** | 2/19/2023 | **End Date:** | 2/18/2024 |
| **Invoice Frequency:** | Annual | | |

## Product Information and Fees

| Product | Quantity | Metric | Start Date | Net Total |
|---|---|---|---|---|
| MC Annual Technical Support - Renewal | 21.00 | Concurrent License(s) | 2/19/2023 | USD 23,405.45 |
| MC Annual Technical Support - Renewal | 19.00 | Concurrent License(s) | 2/19/2023 | USD 6,583.37 |
| MC Secure Datacenter Hosting Cloud Subscription | 20.00 | License(s) | 2/19/2023 | USD 22,572.04 |
| | | | | First Year Total |
| | | | **Total:** | USD 52,560.86 |

## Additional Terms

1 If the invoice period reflects a term of less than 12 months, the recurring fees are prorated and will renew as permitted under the Agreement at the annualized rate.

2 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Accruent by the Quote Expiration date listed above.

3 Unless Client has a separate negotiated master services agreement or other binding agreement in place with Accruent, by signing below, Client agrees that this Order Document is subject to the end user license agreement set forth at: https://www.accruent.com/end_user_license_agreement

## Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

| **Client: City of High Point** | **Accruent, LLC** |
|---|---|
| **Signature:** | **Signature:** |
| **Print Name:** | **Print Name:** |
| **Title:** | **Title:** |
| **Date:** | **Effective Date:** |
| **Accruent requires a PO, send PO to your Accruent representative or customerpo@accruent.com.** | |
| **If you are tax exempt, provide exemption certification to your Accruent representative or salestax@accruent.com.** | |

# CITY OF HIGH POINT
# AGENDA ITEM

**Title: Eastside WWTP Final Clarifier #3**
**Kemp Construction, Inc.**

**From:** Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

**Public Hearing:** No

**Attachments:** Attachment A – Bid Tabulation

**Meeting Date:** December 5, 2022

**Advertising Date:** October 24, 2022
**Advertised By:** Purchasing

---

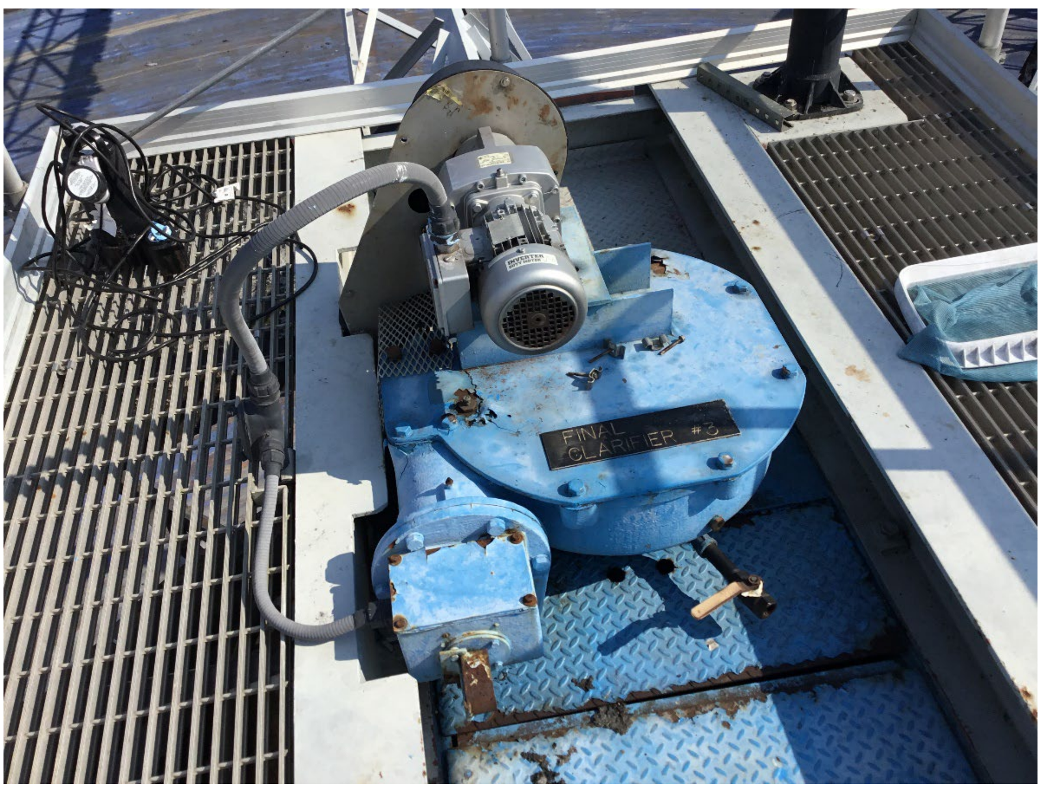
**PURPOSE:**
To hire a contractor to install replacement parts that have been pre-purchased from Evoqua Water Technologies for the repair of final clarifier #3 at the Eastside Wastewater Treatment Plant (WWTP).

**BACKGROUND:**
The Eastside WWTP has four final clarifiers that are downstream of the Biological and Nutrient Removal Process (BNR). Final clarifier #3 needs a replacement drive assembly, Unitube Tow Bro Header, and additional miscellaneous parts. Due to the scope of the work, it is necessary to hire a contractor to install the replacement parts.

**BUDGET IMPACT:**
Funds for this project are available in the FY 2022-2023 budget.

**RECOMMENDATION / ACTION REQUESTED:**
The Public Services Department recommends approval and asks for City Council to award the contract to the lowest bidder, Kemp Construction Inc., in the amount of $106,524.

Aerial View of Eastside WWTP



Top view of existing drive unit.


Final Clarifier #3 Drained.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

# DEPARTMENT RECOMMENDATION
**Informal Bid(s)**

DEPARTMENT: Public Services Department

COUNCIL DATE: December 5, 2022

BID #: 9009-111722

DATE OPENED: November 17, 2022

DESCRIPTION:

The repair of Final Clarifier #3 at the Eastside WWTP

PURPOSE:

To hire a contractor to install replacement parts that have been pre-purchased by Evoqua Water Technologies for the repair of final clarifier #3 at the Eastside Wastewater Treatment Plant (WWTP).

COMMENTS:

RECOMMEND AWARD TO: Kemp Construction Inc.

AMOUNT: $106,524.00

JUSTIFICATION:

Lowest Bid

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| 421779 | 533701 | 421231034405 | 40202 | $106,524.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | TOTAL BUDGETED AMOUNT | $106,524.00 |

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2022.11.21 09:48:30 -05'00' DATE: 11-21-2022

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti Date: 2022.11.28 08:56:14 -05'00' DATE: 11/28-2022

FINANCIAL SERVICES DIRECTOR: (\$30,000 - \$89,999) Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2022.11.29 08:13:37 -05'00' DATE: 11-29-2022

CITY MANAGER: (\$90,000+) DATE:

**Bid Tabulation**
**City of High Point, North Carolina**
**Repair of Final Clarifier #3**
**Bid 9009-111722**

| Contractor | Bid Bond | Addendum | Total Bid |
|---|---|---|---|
| Kemp Construction | Yes | Yes | $106,524.00 |
| Charles R. Underwood Inc | Yes | Yes | $155,317.26 |

# CITY OF HIGH POINT
# AGENDA ITEM

**Title: Authorization and Approval for Architectural & Design Services**

**From:** Bobby Fitzjohn, Financial Services Director

**Meeting Date:** December 5, 2022

**Public Hearing:** No

**Advertising Date / Advertised By:** N/A

**Attachments:** Recommendation / Summary Memo

---

**PURPOSE**:
The Financial Services Department recommends that the City Council approve the selection of fourteen (14) Architectural and Design Firms to provide such services for City departments on an as needed basis through five (5) year master agreements. These firms have varying areas of disciplines and/or area of expertise.

**BACKGROUND**:
On November 9, 2022, proposals were received from qualified Consultants to provide professional services to support various City Departments on an on-call basis. A Master Agreement ("Agreement") will be entered in to with the selected Consultant(s) to supply services in the following areas of work: basic architecture; landscape architecture; interior design; planning; structural; mechanical, civil; electrical services; and or surveying; consultations; presentations or related services incidental thereto. Tasks to be performed under this Agreement will be assigned by a Scope of Services Supplemental Agreement ("Supplemental Agreement"). Department personnel will have the opportunity to select from the master list the Consultant best qualified to perform individual projects. Fees will be negotiated with the selected Consultant after which a Supplemental Agreement will be prepared for the project.

Proposals were received from fourteen (14) qualified Firms/Consultants. A selection committee comprised of staff from Purchasing, Information Services, and Parks and Recreation, reviewed the proposals and determined that all Fourteen (14) Firms/Consultants were qualified to perform the required services. The firms have a varying range of disciplines to include new construction build, fire department projects, landscape projects, consulting etc. Based on the reviews and recommendations from the committee members, it is recommended that Master Agreements be entered into with all of the following Firms/Consultants:

ADW, Clark Patterson Lee, Creech & Associates, Davis Kane, ESPA, Freeman Kennett, HH, Lindsey, McAdams, SEH, SCN, Stimmel, Summit, and Wooten

**BUDGET IMPACT**:
No additional impact. Funds are budgeted annually as well as in capital project ordinances when adopted.

**RECOMMENDATION / ACTIONS REQUESTED:**
City Council is requested to authorize the City Manager and the appropriate city officials to execute Master Professional Service Agreements for architectural services with ADW, Clark Patterson Lee, Creech & Associates, Davis Kane, ESPA, Freeman Kennett, HH, Lindsey, McAdams, SEH, SCN, Stimmel, Summit, and Wooten.

**City of High Point**
**On-Call Architectural and Design Services**
**RFQ 15-110922 Evaluation Tabulation**

| Reviewer: | Harmon | Henry | Rush | Shepherd | Total Average Score | Rank |
|---|---|---|---|---|---|---|
| **Vendor Name** | | | | | | |
| **ADW** | 84 | 70 | 82 | 90 | 81.5 | 8 |
| **CPL** | 64 | 72 | 75 | 93 | 76 | 11 |
| **Creech** | 90 | 70 | 86 | 97 | 85.75 | 3 |
| **DK** | 84 | 67 | 86 | 98 | 83.75 | 6 |
| **ESPA** | 82 | 70 | 79 | 71 | 75.5 | 12 |
| **FK** | 80 | 71 | 78 | 99 | 82 | 5 |
| **HH** | 92 | 68 | 90 | 98 | 87 | 2 |
| **Lindsey** | 92 | 70 | 89 | 98 | 87.25 | 1 |
| **McAdams** | 84 | 69 | 83 | 97 | 83.25 | 5 |
| **SEH** | 84 | 63 | 84 | 87 | 79.5 | 10 |
| **SCN** | 77 | 69 | 83 | 94 | 80.75 | 9 |
| **Stimmel** | 88 | 71 | 85 | 96 | 85 | 4 |
| **Summit** | 81 | 70 | 79 | 99 | 82.25 | 5 |
| **Wooten** | 79 | 69 | 78 | 97 | 80.75 | 7 |

**RFQ RECOMMENDATION**
**REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

RFQ NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL BUDGETED AMOUNT | | | | |

DEPARTMENT HEAD: DATE:

**The Purchasing Division concurs with recommendation submitted by the and recommends award to in the amount of $ .**

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

# CITY OF HIGH POINT
# AGENDA ITEM

**Title:** **NCDOT Municipal Agreements – Schedule D**

From: Greg Venable, Transportation Director

Public Hearing: No

Attachments: Municipal Agreement – Schedule D

Meeting Date: Monday December 5, 2022
Advertising Date: NA
Advertised By: NA

---

**PURPOSE:**
The North Carolina Department of Transportation has presented the City with a new reimbursement Schedule D. The Schedule D municipal agreement covers the operation and maintenance of the High Point Signal System. This agreement applies to the electronic system components, computer terminals and work stations, a dedicated fiber optic communications network, and closed-circuit TV cameras use to monitor system operations and performance. High Point's current signal system is comprised of 233 signals, which includes 37 city owned signals, 55 closed-circuit TV cameras, and approximately 85 miles of fiber optic cable.

**BACKGROUND**:
The last Schedule D revision was in 2017. These new schedule covers preventive maintenance and the replacement of damaged, inoperative, or obsolete equipment. Schedule D includes updated pricing for equipment, materials, and labor, as well as the potential for periodic adjustments to reflect the additions of new signals and changing costs, subject to funding availability. The application of the agreement will be retroactive to July 1, 2022 and effective for one (1) year, and may be renewed annually by the City Manager for up to five (5) additional years before a new agreement is required.

**BUDGET IMPACT**:
Schedule D allows the City to be reimbursed for costs associated with the operation of the High Point Signal System. The base amount for costs to be reimbursed that are associated with Schedule D are $141,000 per year. Costs for expenses above the base amount of Schedule D are reimbursed at a pro-rated amount equal to the ratio of state to city signals within the system – currently the split is 84% - 16%. These funds are included in the General Fund for Transportation Operations and the prior year reimbursements for Schedule D were approximately $147,000.

**RECOMMENDATION / ACTION REQUESTED**:
The Transportation Department requests City Council's approval of the Municipal Agreement – Schedule D with the North Carolina Department of Transportation (NCDOT).

NORTH CAROLINA
GUILFORD COUNTY

**MUNICIPAL OPERATIONS – COMPUTER, COMMUNICATIONS, EQUIPMENT, AND SYSTEM OPERATIONS FOR COMPUTERIZED TRAFFIC SIGNAL SYSTEM AGREEMENT**

**SCHEDULE D**
**DATE: 8/9/2022**

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Element: 36247.7.3

CITY OF HIGH POINT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and the City of High Point hereinafter referred to as the “Municipality.”

**W I T N E S S E T H:**

WHEREAS, the provisions of the North Carolina General Statute (NCGS) §136-18 and §136-66.1 authorize the Municipality to contract with the Department for the installation, repair, operations and maintenance of highway signs and markings, electric traffic signals, and other traffic control devices on State Highway System streets within the Municipality; and,

WHEREAS, the Department and the Municipality have a mutual interest in the efficient and effective operation of traffic signals within the Municipality; and,

WHEREAS, the Department and the Municipality recognize that each party to this Agreement has an obligation and responsibility to provide for the safe, orderly, and efficient flow of traffic on their respective street systems; and,

WHEREAS, the Municipality finds that it is in the best public interest to enter into an Agreement with the Department to operate the computerized traffic signal system; and,

WHEREAS, the Department finds it desirable and advantageous to reimburse the Municipality for costs incurred, when the Municipality operates that portion of the computerized traffic signal system that is on the State Highway System within or near the Municipality;

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

# 1. GENERAL PROVISIONS

### COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

### FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

# 2. SCOPE OF THE PROJECT

The Municipality shall operate the computerized traffic signal system as defined in the Appendices and as indicated hereinafter.

### TIMING PLANS

A. The Municipality shall be responsible for the evaluation and preparation of timing plans at all intersections in the traffic signal system. All traffic data needed for the evaluation and development of timing plans will be obtained by the Municipality whenever possible. The Municipality will notify the Department of any additional data that is required to evaluate and prepare the necessary timing plans. The Department shall, upon request, make available to the Municipality all current traffic count data for the existing signals.

B. The timing plans affecting intersections on the State Highway System, utilized in system operation, will be subject to the approval of the Department and will reflect the needs of traffic on both the State Highway System and the Municipality's System. In the event the Department and the Municipality cannot agree on the selection of a given timing plan, the decision of the Department will be final.

### ONGOING OPERATION OF THE SIGNAL SYSTEM

C. The Municipality shall not install any traffic control devices, nor make any traffic signal phasing changes, on any State Highway System street without the prior approval of the Department, pursuant to NCGS §20-169.

D. The Municipality shall operate the signal system in accordance with North Carolina General Statutes, the Department's current policies and guidelines as included in the Appendices, and all local codes and ordinances. If, in the opinion of the Department, the Municipality does not operate the signal system in accordance with the specified criteria, the Department shall have the right to enter into a separate operational agreement with a private contractor and deduct these costs from the Department's pro-rata share under this Agreement, or from the funds allocated under NCGS §136-41.1.

E. The Department shall review and concur with any contract entered into by the Municipality for the operation of any item(s).

- Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Business Enterprises/Women Business Enterprises (MBE/WBE), or as required and defined in NCGS 143-128.2 – 128-4 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

F. The Municipality agrees to an annual audit of the performance of intersection equipment and systems. The audit is to be performed by the Department and the Municipality.

## 3. TIME FRAME

This agreement shall be for the current state fiscal year, beginning July 1, 2022 and ending June 30, 2023. At the end of the state fiscal year, the provision of services and quality of results may be reviewed by the Department and Municipality. The Agreement may be extended for additional fiscal years, contingent upon the availability of NCDOT maintenance funds by the General Assembly. Extensions may be made in one (1) year increments, incorporating any mutually agreed upon adjustments, up to a total of five (5) years with the end of the final fiscal year of service being June 30, 2028. On behalf of the Municipality, extensions may be authorized and executed by the Town/City Manager and/or Mayor without further resolution of the Town/City Council. The agreement may be terminated by either party upon a thirty (30) day written notice.

A. Upon termination of each year of service, and in connection with each extension of this Agreement, the Municipality may request an adjustment of the annual rates based on actual cost records for the prior years. This request must indicate the new rate for each Schedule D item. Each rate must be verifiable by time sheets, salary rates, materials, equipment, and other qualifying costs in conformance with the standards of allowable of costs set forth in the Office of Management and Budget (OMB) Circular A-87. This shall be actual cost incurred with the exception of equipment owned by the Municipality. Reimbursement for the rates of equipment owned by the Municipality cannot exceed the Department's rates in effect for the time period in which the work is performed.

B. The cost records may be audited by the Department to determine any adjustments or revisions in the new rates.

## 4. FUNDING

The eligible costs of this Project will be reimbursed from State funding.

## 5. REIMBURSEMENT

The Department shall reimburse the Municipality quarterly, based on an annual amount, for the operation of the computerized traffic signal system as included below:

**ELIGIBLE COSTS**

A. The reimbursement rates in this Agreement represent the Department's pro-rata share of the operational cost, which is based on the ratio of the number of State System intersections to the total number of intersections in the computerized traffic signal system. The Municipality shall maintain a current inventory list of all traffic signals within the system, and classify as city- or state-owned. The current inventory list, as included in the Appendices of this Agreement, will be used to determine the Department's pro-rata share.

B. The Department shall reimburse the Municipality based on the annual operational amount of the computerized traffic signal system as included in the Appendices of this Agreement. This total amount includes the Department's pro-rata share of cost, as included in Provision 5A, for the salary and payroll additives of one Signal System Operations Manager, or equivalent, and for the salary and payroll additives of one Signal System Specialist, or equivalent. These positions, at a minimum, shall exhibit the qualifications and perform the duties as included in the Appendices. The cost of the Signal System Operations Manager and Signal System Specialist shall be based on the pro-rata share of time dedicated to the operation of the system, which is 100% for the Signal System Operations Manager and 50% for the Signal System Specialist.

C. The Department shall reimburse the Municipality for operation of the Central Computer and Associated Hardware, CCTV Camera System, Communications Infrastructure, system detectors and other associated central and system field equipment. The Municipality shall be responsible for providing all needed replacement parts and equipment. Under this Agreement, the Department will reimburse the Municipality for its pro-rata share of the replacement or repair costs necessary for maintaining operability and any equipment included herein.

D. The Municipality will not receive an annual reimbursement for fiber optic communications cable and CCTV cameras. The Department will reimburse the Municipality its pro-rata share of the actual costs for the emergency restoration of fiber optic communications and CCTV cameras. This cost shall include: fiber optic cable, interconnect centers, splice trays, fusion splicing, transceivers, Ethernet switches, labor, etc.

E. Said reimbursement shall be limited to operational costs, which would include tasks associated with insuring the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities. Examples include, but are not limited to, emergency repairs to system components, periodic evaluation and adjustment to operational timing parameters, computer system and software upgrades, operational upgrades to maintain or improve safety or efficiency, etc.

F. The Department will not reimburse operational costs for activities that do not have a direct and immediate effect on the continuous, safe and efficient operation of traffic signals, traffic signal systems, and control facilities including, but not limited to, painting of poles and signal cabinets, vegetation control adjacent to facilities, interior and exterior care of traffic control centers and parking areas, furniture for traffic control centers, etc.

G. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

H. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

I. The Department will reimburse the Municipality for its pro-rata share, as specified in the Appendices, for any Signal Systems operational contract in which it concurs. The Department shall have access to the contractor's records and documentation for audit, which pertains to any rates billed to the Municipality for the operation of those items for a period of five (5) years from the date of the final payment made under this agreement.

J. Equipment secured as a non-participating item by the Department (100% Municipality costs) will continue as non-participating items with respect to operations. The Department's Division Engineer will provide the necessary documentation for non-participating items.

**PROCESS**

K. The Municipality shall submit a quarterly itemized invoice including the certified status report to the Department for said costs no later than three (3) months after the scheduled quarterly invoicing date. This invoice will reflect the balance between the quarterly payments issued by the Department and the total amount not to exceed $141,000.00, unless additional reimbursements are approved by the Department. All final invoices must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Department, at its option, may elect to increase the reimbursement rates up to three percent (3%) each year in consideration of inflation rates and cost increases, subject to the availability of funds and the performance of the Municipality.

L. The Department shall reimburse the Municipality upon approval by the Department's Division Engineer and the Fiscal Management Section.

## 6. FORCE ACCOUNT

Work performed by the Municipality's own forces is considered force account work. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascripts/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (http://www.whitehouse.gov/omb/circulars_a087_2004/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed, nor the maximum amount included in Appendix VI.

**EMERGENCY WORK**

Under current Department policy, if force account work is necessary and performed by the Municipality during emergency occurrences or occurrences that endanger public safety, additional information shall be submitted to document the emergency situation, actions taken during the occurrence and the resolution with each quarterly invoice. Approval must be obtained from the Department Division Engineer before reimbursement is made.

## 7. RECORDS AND REPORTS

A. The Municipality shall furnish the Department's Division Engineer a certified quarterly status report that details the operation of the signal system. The status report shall be certified in writing by the Systems Operations Engineer and shall indicate intersection failures, local and system detector failures, the percentage of time the computer system was off-line, the repairs that were made and the dates of said repairs/replacements. The quarterly report shall also identify any new/deleted intersections in the traffic signal system and all traffic signal timing optimization performed. The Department's Division Engineer will provide detailed guidance and reporting forms for the Municipality.

B. In accordance with NCGS §159-34, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality fiscal year ends.

C. The Municipality shall keep and maintain all books, documents, papers, accounting records, other such cost records and supporting documentation and evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of the final payment made under this agreement, for inspection and audit by the Department's Division Engineer and Financial Management Division and FHWA.

## 8. ADDITIONAL PROVISIONS

A. This Agreement does not transfer legal control of, or responsibility, or legal liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons including, but not limited to, members of the public or users of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.

B. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

C. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

D. The Municipality shall certify to the Department compliance with all applicable Federal and State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.

E. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total funding at any time.

F. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.

G. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

H. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

I. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

J. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

K. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out on the part of the Department and the Municipality by authority duly given.

| | |
|---|---|
| ATTEST: | CITY OF HIGH POINT |
| BY: ______________________________ | BY: ______________________________ |
| TITLE: ______________________________ | TITLE: ______________________________ |
| DATE: ______________________________ | DATE: ______________________________ |

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

BY: ________________________________
(FINANCE OFFICER)

(SEAL)

Remittance Address:

City of High Point

________________________________

________________________________

DEPARTMENT OF TRANSPORTATION

BY: ________________________________
(CHIEF ENGINEER)

DATE: ________________________________

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: ________________________________

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# CITY OF HIGH POINT

## Traffic Signal System Operations

**NOTE:** The Department requires the Municipality to maintain a Level of Service "C", or "good", in order to provide reimbursement. If the operation falls below a Level of Service "C", or "good", then the Department may withhold reimbursement under this Agreement. If the Municipality operates at a higher level of service, the Department will not reimburse these costs.

### Levels of Service

**Level-of-service "A"**

1. All of the signalized intersections in the Municipality's jurisdiction are monitored by the system. All of the signalized intersections are actively controlled for at least some periods of the day (e.g. timing plans are developed and implemented).

2. All timing plans and day plans are evaluated on intervals of no greater than **six months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. Required new plans are developed and implemented within **three months** of identification.

3. The Municipality has an active traffic data collection program that includes turning movement counts at all signalized intersections; the collection of average daily traffic counts; and performs travel-time/delay studies on all subsystems at **a minimum of every two years**. This data is used to evaluate system operations and performance.

4. Timing plans for newly installed intersections are implemented in conjunction with the installation of the traffic signal.

5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.

6. A minimum of 90% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **30 calendar days**.

7. The control center is staffed by qualified personnel during the AM & PM peak hours, and during other times of high traffic volumes (e.g. special events).

8. The Municipality uses traffic responsive timing plans where appropriate and continually monitors and updates the thresholds.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
## Traffic Signal System Operations

**Level-of-service “B”**

1. Essentially all (+90%) of the signalized intersections in the Municipality’s jurisdiction are monitored by the system. Practically all (+95%) of the monitored signalized intersections are actively controlled.

2. All timing plans and day plans are evaluated on intervals of no greater than **12 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified annually. Required new plans are developed and implemented **within three months** of identification.

3. The Municipality has an active traffic data collection program that includes turning movement counts at all signalized intersections; the collection of average daily traffic counts; and performs travel-time/delay studies on all subsystems at **a minimum of every two years**. This data is used to evaluate system operations and performance.

4. Timing plans for newly installed intersections are implemented in conjunction with the installation of the traffic signal.

5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.

6. A minimum of 85% of all system detectors is operational at any given time. The maximum time to repair failed detection devices is **30 calendar days**.

7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.

8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
## Traffic Signal System Operations

**Level-of-service "C"**

1. The vast majority (+80%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. The only traffic signals not monitored are those whose lack of proximity does not lend them to cost-effective communication. The vast majority (+80%) of monitored signals are actively controlled by the system.

2. All timing plans and day plans are evaluated on intervals of no greater than **18 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified **annually**. On average, required new plans are developed and implemented within **six months** of identification.

3. The Municipality obtains the data that is used to evaluate system operations and performance.

4. Timing plans for newly installed intersections are implemented within **30 calendar days** of the installation of the traffic signal.

5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than two times per year**.

6. A minimum of 80% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **60 calendar days**.

7. The control center is staffed by qualified personnel during the AM & PM peak hours. The operations staff is on-call during other times of expected high traffic volume.

8. The Municipality uses traffic responsive timing plans where appropriate. Threshold values are evaluated **annually**.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
## Traffic Signal System Operations

**Level-of-service "D"**

1. Most (+60%) of the signalized intersections in the Municipality's jurisdiction are monitored by the system. Signalized intersections that are in close proximity to other signalized intersections (<0.5 mile) are in operation but are not monitored by the system. Most (+60%) of the monitored signals are actively controlled by the system.

2. All timing plans and day plans are evaluated on intervals of no greater than 24 months. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified on intervals of no greater than **two years**. New plans are developed and implemented within **12 months** of identification.

3. The Municipality obtains the data is used to evaluate system operations and performance.

4. Timing plans for newly installed intersections are implemented within **60 calendar days** of the installation of the traffic signal.

5. The Municipality has an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated on intervals of **no less than one time per year**.

6. A minimum of 60% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **90 calendar days**.

7. The control center is staffed during either the AM or PM peak hour; whichever is the highest volume period.

8. The Municipality has not evaluated the use of traffic responsive timing plans.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
## Traffic Signal System Operations

**Level-of-service "F"**

1. Less than half (<50%) of the signalized intersections in the Municipalities' jurisdiction are monitored by the system. Signalized intersections that are in close proximity to other signalized intersections (<0.5 mile), are in operation but are not monitored by the system. Most (+60%) of the monitored signals are actively controlled by the system.

2. All timing plans and day plans are evaluated on intervals greater than **30 months**. On corridors with a significant annual growth in traffic volume (> 5.0%), new timing plans are identified on intervals of no greater than **two years**. On average, new plans are developed and implemented on intervals **not to exceed 18 months** after identification.

3. The Municipality does not collect data to evaluate system performance and retime signals. All data used is provided by others.

4. Timing plans for newly installed intersections are implemented **more than 90 calendar days** after installation of the traffic signal.

5. The Municipality does not have an active, on-going operational performance program for operation of the traffic signal system in which system communication components and central site hardware is tested and evaluated. The Municipality provides emergency restoration only for system communication and hardware components.

6. A minimum of 50% of all system detectors are operational at any given time. The maximum time to repair failed detection devices is **120 calendar days**.

7. The control center is staffed during either the AM or PM peak hour; whichever is the highest volume period.

8. The Municipality has not evaluated the use of traffic responsive timing plans

**TRAFFIC SIGNALS LIST - SCHEDULE D - HIGH POINT**

| SIGNAL LOCATION | CITY | STATE ID |
|---|---|---|
| Barrow Rd at SR 1971 (Southwest School Rd) | | 07-1879 |
| Beaucrest Ave at Centennial St | HP0814 | |
| Blandwood Dr at Prospect St | HP0309 | |
| Boundary Ave & University Pkwy (flasher) | | 07-1275 |
| Brentwood St at Nathan Hunt Dr | HP0427 | |
| Brentwood St at Springfield Rd | HP0120 | |
| Broad Ave at Elm St | HP0513 | |
| Centennial St at Commerce Ave | HP0501 | |
| Centennial St at Qubein Ave (formerly 07-0765) | HP0824 | |
| Chestnut Dr at Rotary Dr | HP0317 | |
| Church Ave at Elm St | HP0613 | |
| Commerce Ave at Elm St | HP0511 | |
| Commerce Ave at Hamilton St | HP0502 | |
| Commerce Ave at Wrenn St | HP0509 | |
| Dillon Rd just south of RR tracks (queue cutter signal) | | 07-2127 |
| Elm St at Grimes Ave | HP0211 | |
| Elm St at High Ave | HP0512 | |
| Elm St at Ray Ave | HP0825 | |
| Elm St at Sunset Ave | HP0826 | |
| Elm St at Surrett Ave | HP0226 | |
| Elm St at Taylor Ave | HP0212 | |
| Elm St at Ward Ave | HP0202 | |
| Elm St at Westwood Ave | HP0614 | |
| Eugene Ave at Prospect St | HP0310 | |
| Fred Alexander Pl at Wrenn St | HP0526 | |
| Gisbourne Dr & SR 1541 (Wendover Ave) | | 07-0105 |
| Green Dr & Lindsay St (flasher) | | 07-1277 |
| Hamilton St at Qubein Ave (formerly 07-0764) | HP0816 | |
| Hamilton St at Richardson Ave | HP0601 | |

| | | |
|---|---|---|
| Hamilton St at Westwood Ave | HP0609 | |
| Hartley Dr & Ingleside Dr | HP1025 | |
| High Ave at Wrenn St | HP0503 | |
| Hoskins St at Gordon St / Washington Dr | HP0708 | |
| Hwy 62 (Liberty Rd/Trindale Rd) at Main St | | 08-0135 |
| I-85 Bus/US 29-70 NB Ramp and Brentwood St | | 07-0379 |
| I-85 Bus/US 29-70 NB Ramp at SR 1300 (Fairfield Rd/Green St) | | 07-0416 |
| I-85 Bus/US 29-70 SB Ramp at Brentwood St | | 07-1363 |
| I-85 Bus/US 29-70 SB Ramp at SR 1300 (Green St) | | 07-0414 |
| I-85 Bus/US 29-70 NB Ramp at US 311 NB Ramp | | 07-2089 |
| I-85 NB Ramp at SR 1009 (Main St) | | 08-0516 |
| I-85 SB Ramp at SR 1009 (Main St) | | 08-0515 |
| Johnson St at Oakview Rd | HP0803 | |
| Johnson St at Old Mill Rd | HP1024 | |
| Johnson St at Parkway Ave | HP0828 | |
| Johnson St at Parriss Ave | HP0819 | |
| Lindsay St at Westwood Ave | HP0615 | |
| NC 610 (Fairfield Rd) at Brentwood St | | 07-0869 |
| NC 610 (Fairfield Rd) at SR 1193 (Baker Rd) | | 07-0813 |
| NC 62 (Liberty Rd) at I-85 NB Ramp | | 07-2091 |
| NC 62 (Liberty Rd) at I-85 SB Ramp | | 07-2090 |
| NC 62 (Liberty Road) at SR 4012 (Aldridge Rd)/NC 610 (E. Fairfield Rd) | | 07-1524 |
| NC 68 (Eastchester Dr) & Ambassador St/York Ave | | 07-1626 |
| NC 68 (Eastchester Dr) at Centennial St | | 07-0754 |
| NC 68 (Eastchester Dr) at Gordon Rd/Cypress Ct | | 07-1425 |
| NC 68 (Eastchester Dr) at Johnson St | | 07-0737 |
| NC 68 (Eastchester Dr) at Lassiter Dr / Oak Hollow Village Shopping Center Driveway | | 07-1980 |
| NC 68 (Eastchester Dr) at North Mall Ln | | 07-1748 |
| NC 68 (Eastchester Dr) at Premier Dr | | 07-1856 |
| NC 68 (Eastchester Dr) at Regency Dr | | 07-1603 |
| NC 68 (Eastchester Dr) at SR 1523 (Hickswood Rd)/Meadowlark Rd | | 07-1937 |

| | | |
|---|---|---|
| NC 68 (Eastchester Dr) at SR 1536 (Penny Rd) | | 07-1527 |
| NC 68 (Eastchester Dr) at SR 1541 (Wendover Ave) / SR 1820 (Skeet Club Rd) | | 07-0493 |
| NC 68 (Eastchester Dr) at SR 1836 (Willard Dairy Rd) / Mendenhall Parkway | | 07-1420 |
| NC 68 (Eastchester Dr) at SR 1837 (Clinard Farm Rd) and Piedmont Parkway | | 07-1525 |
| NC 68 (Eastchester Dr) at SR 1896(University Pkwy) and SR 1278 (University Pkwy) | | 07-1747 |
| NC 68 (Westchester Dr) & Idol St | | 07-0145 |
| NC 68 (Westchester Dr) / SR 1965 (Market Center Dr) at NC 68 / SR 1970 (English Rd) | | 07-0779 |
| NC 68 (Westchester Dr) at Burton Ave | | 07-0778 |
| NC 68 (Westchester Dr) at Chestnut Dr | | 07-0774 |
| NC 68 (Westchester Dr) at Country Club Dr | | 07-0736 |
| NC 68 (Westchester Dr) at Coventry Rd | | 07-0735 |
| NC 68 (Westchester Dr) at SR 1718 (Ward Ave) | | 07-0184 |
| NC 68 (Westchester Rd) at Phillips Ave | | 07-1374 |
| NC 68 at SR 1523 (Deep River Rd) | | 07-2101 |
| NC 68 at SR 1556 (Gallimore Dairy Rd) | | 07-1438 |
| Oakview Rd at Old Winston Rd | HP0905 | |
| Prospect Dr at Ward Ave | HP0311 | |
| Richardson Ave at Wrenn St | HP0602 | |
| SR 1003 (Old Main St) at SR 1980 (Old Plank Rd) | | 07-1736 |
| SR 1009 (Main St) at Belle Dr/Old Winston Rd | | 07-0894 |
| SR 1009 (Main St) at Centennial St | | 07-1005 |
| SR 1009 (Main St) at Church Ave | | 07-0769 |
| SR 1009 (Main St) at Comanche Dr/Tarheel Ave | | 08-0592 |
| SR 1009 (Main St) at Commerce Ave | | 07-0786 |
| SR 1009 (Main St) at Farriss St | | 07-0761 |
| SR 1009 (Main St) at Fraley Rd | | 07-0198 |
| SR 1009 (Main St) at Hartley Dr/SR 1896 (University Pkwy) | | 07-1455 |
| SR 1009 (Main St) at NC 610/SR 1300 (Fairfield Rd) | | 07-0734 |
| SR 1009 (Main St) at NC 68 (Eastchester Dr) | | 07-0753 |
| SR 1009 (Main St) at SR 1212 (Archdale Rd) | | 07-0208 |
| SR 1009 (Main St) at SR 1901 (Baker Rd/Petty St) | | 08-0402 |

| | | |
|---|---|---|
| SR 1009 (Main St) at SR 1911 (Ashland St)/ SR 1681 (Balfour Dr) | | 08-0504 |
| SR 1009 (Main St) at SR 1912 (Aldridge Rd)/Renola Rd | | 08-0646 |
| SR 1009 (Main St) at SR 1962 (University Pkwy) | | 07-0804 |
| SR 1113 ((Dr ML King Jr Dr) at SR 1355 (Harvey Rd) | | 07-1283 |
| SR 1113 (Dr ML King Jr Dr) at Brentwood St | | 07-1482 |
| SR 1113 (Dr ML King Jr Dr) at Centennial St | | 07-0783 |
| SR 1113 (Dr ML King Jr Dr) at Hamilton St | | 07-0782 |
| SR 1113 (Dr ML King Jr Dr) at Hoskins St/Oneka Ave | | 07-0550 |
| SR 1113 (Dr ML King Jr Dr) at Pendleton St | | 07-1467 |
| SR 1113 (Dr ML King Jr Dr) at SR 1321 (Triangle Lake Rd / Dillon Rd) | | 07-2052 |
| SR 1113 (Dr ML King Jr Dr) at SR 1332 (Scientific Dr) | | 07-0856 |
| SR 1113 (Dr ML King Jr Dr) at US 29-70, I-85 Bus. SB Ramp | | 07-1578 |
| SR 1113 (Dr ML King Jr Dr) at US 311 SB Ramp | | 07-2005 |
| SR 1113 (Dr ML King Jr Dr/Kivett Dr) at US 29-70, I-85 Bus. NB Ramp | | 07-1579 |
| SR 1113 (English Rd) at Chestnut Dr | | 07-0773 |
| SR 1113 (English Rd) at Elm St | | 07-0771 |
| SR 1113 (English Rd) at Hamilton St | | 07-1002 |
| SR 1113 (English Rd) at Lindsay St | | 07-0772 |
| SR 1113 (English Rd) at Wrenn St | | 07-1004 |
| SR 1193 (Baker Rd) at E Springfield Rd | | 07-0277 |
| SR 1216 (Surrett Dr) at SR 1961 (Market Center Dr) | | 07-0947 |
| SR 1219 (Uwharrie Rd) at SR 1300 (Fairfield Rd) | | 07-0200 |
| SR 1278 (University Pkwy) at Centennial St | | 07-1923 |
| SR 1278 (University Pkwy) at Kearns Dr | | 07-1176 |
| SR 1278 (University Pkwy) at Leonard Ave | | 07-0586 |
| SR 1278 (University Pkwy) at Russell St | | 07-1178 |
| SR 1278 (University Pkwy) at SR 1113 (Dr ML King Jr Dr) | | 07-0915 |
| SR 1278 (University Pkwy) at SR 1300 (Green Dr) | | 07-1179 |
| SR 1278 (University Pkwy) at SR 1471 (Montlieu Ave) | | 07-0766 |
| SR 1278 (University Pkwy) at Wise Ave | | 07-1177 |
| SR 1300 (Fairfield Rd) at Plaza Lane | | 07-1291 |

| | | |
|---|---|---|
| SR 1300 (Green Dr) at Brentwood St | | 07-1483 |
| SR 1300 (Green Dr) at Grimes St | | 07-0792 |
| SR 1300 (Green Dr) at Park St | | 07-0587 |
| SR 1300 (Green Dr) at SR 1718 (Ward Ave) | | 07-0799 |
| SR 1300 (Green Dr) at SR 1866 (Trinity Ave) | | 07-0809 |
| SR 1300 (Green Dr) at SR 1961 (Market Center Dr) | | 07-0949 |
| SR 1300 (Green Dr) at Taylor Ave | | 07-0795 |
| SR 1300 (Green St) at Centennial St | | 07-0995 |
| SR 1300 (Green St) at Elm St | | 07-0791 |
| SR 1300 (Green St) at Hamilton St | | 07-0789 |
| SR 1300 (Green St) at Wrenn St | | 07-0788 |
| SR 1332 (Scientific St) at SR 1486 (Main St) | | 07-1461 |
| SR 1352 (Oakdale Rd) at SR 1481-4121 (Main St) | | 07-1437 |
| SR 1468 (Russell Ave) at Centennial St | | 07-0996 |
| SR 1468 (Russell Ave) at Elm St | | 07-0997 |
| SR 1468 (Russell Ave) at Hamilton St | | 07-0998 |
| SR 1468 (Russell Ave) at Park St | | 07-0999 |
| SR 1468 (Russell Ave) at Wrenn St | | 07-1000 |
| SR 1471 (Dr ML King Jr Dr) at Wrenn St | | 07-0781 |
| SR 1471 (Montlieu Ave) at SR 1486 (Lexington Ave/Greenboro Rd) | | 07-0760 |
| SR 1486 (Greensboro Rd) at Enterprise Dr/Spencer St | | 07-1272 |
| SR 1486 (Greensboro Rd) at SR 1523 (Deep River Rd) | | 07-0457 |
| SR 1486 (Greensboro Rd) at SR 1536 (Penny Rd) | | 07-1323 |
| SR 1486 (Lexington Ave) at Centennial Ave | | 07-0758 |
| SR 1486 (Lexington Ave) at Meadowlawn Ave/Panther Dr(private) | | 07-1415 |
| SR 1486 (Lexington Ave) at University Pkwy | | 07-0916 |
| SR 1486 (Main St) at SR 1334 (Dillon Rd/Ragsdale Rd) | | 07-1268 |
| SR 1486-4121 (Main St) at SR 1546 (Guilford College Rd) | | 07-0197 |
| SR 1536 (Penny Rd) at Samet Dr | | 07-1981 |
| SR 1536 (Penny Rd) at SR 1541 (Wendover Ave) | | 07-0892 |
| SR 1536 (Penny Rd) at SR 1545 (East Fork Rd) | | 07-1853 |

| | | |
|---|---|---|
| SR 1541 (W. Wendover Ave) at Samet Dr | | 07-1999 |
| SR 1541 (Wendover Ave) at Morris Farm Rd | | 07-1834 |
| SR 1541 (Wendover Ave) at Premier Dr/Windstream Way | | 07-1857 |
| SR 1541 (Wendover Ave) at SR 1546 (Guilford College Rd - EB Ramps) | | 07-1889 |
| SR 1541 (Wendover Ave) at SR 1546 (Guilford College Rd - WB Ramps) | | 07-1890 |
| SR 1541 (Wendover Ave) at SR 1552 (Tarrant Rd) | | 07-1441 |
| SR 1541 (Wendover Ave) at SR 4229 (Piedmont Parkway) | | 07-1737 |
| SR 1546 (Guilford College Rd) & SR 1558 (Hickory Grove Rd) | | 07-1789 |
| SR 1546 (Guilford College Rd) at SR 1424 (Hilltop Rd/Piedmont Parkway) | | 07-1217 |
| SR 1546 (Guilford College Rd) at SR 1549 (Mackay Rd)/SR 1640 (Thornwood Rd) | | 07-1071 |
| SR 1546 (Guilford College Rd) at SR 4241 (Guilford Rd) | | 07-2031 |
| SR 1577 (Archdale Rd) at NC 62(Liberty Rd/Trindale Rd) | | 08-0134 |
| SR 1577 (Archdale Rd) at SR 1681 (Balfour Dr) | | 08-0505 |
| SR 1595 (Surrett Dr) at SR 1592 (Eden Terrace) / Corporation Drive | | 08-0707 |
| SR 1596 (Sealy Dr) at SR 1595 (Surrett Dr) | | 08-0303 |
| SR 1820 (Skeet Club Rd) at Barrow Rd | | 07-1473 |
| SR 1820 (Skeet Club Rd) at Birchgarden St | | 07-2143 |
| SR 1820 (Skeet Club Rd) at Braddock Rd | | 07-2053 |
| SR 1820 (Skeet Club Rd) at Kendale Rd | | 07-2109 |
| SR 1820 (Skeet Club Rd) at Oak Hollow Shopping Center Dr | | 07-2210 |
| SR 1820 (Skeet Club Rd) at SR 1818 (Johnson St) | | 07-0935 |
| SR 1820 (Skeet Club Rd) at Waterview Rd | | 07-2108 |
| SR 1836 (Willard Dairy Rd) at Barrow Rd | | 07-2116 |
| SR 1896 (University Pkwy) at East Mall Ln/Lakewood Connector | | 07-1746 |
| SR 1896 (University Pkwy) at Johnson St | | 07-1744 |
| SR 1896 (University Pkwy) at Old Winston Rd | | 07-1989 |
| SR 1896 (University Pkwy) at West Mall Entrance & High Point Bank HQ | | 07-1745 |
| SR 1961 (Market Center Dr) at Elm St | | 07-0948 |
| SR 1965 (Old Thomasville Rd) at SR 1961 (W Market Center Dr) | | 07-0944 |
| SR 1970 (Dr ML King Jr Dr) at Elm St | | 07-0402 |
| SR 1970 (Dr ML King Jr Dr) at Hayden St | | 07-0993 |

| | | |
|---|---|---|
| SR 1970 (Dr ML King Jr Dr) at Lindsay St | | 07-0994 |
| SR 1970 (English Rd) at South Rd | | 07-0946 |
| SR 1970 (English Rd) at SR 1718 (Ward Ave) | | 07-0777 |
| SR 1970 (English Rd) at West Point Ave | | 07-0776 |
| SR 4053 (Surrett Dr) at Fraley Rd/Finch Ave | | 07-2171 |
| SR 4053 (Surrett Dr) at SR 1300 (Fairfield Rd) & Norfolk Southern (SOU) RxR Crossing (#722 382S) | | 07-0738 |
| SR 4229 (Piedmont Parkway) at Morris Farm Rd | | 07-2069 |
| SR 4229 (Piedmont Parkway) at SR 1552 (Tarrant Rd) | | 07-1920 |
| SR 4241 (Guilford Rd) at SR 1545 (East Fork Rd) | | 07-1528 |
| US 311 (Main St) at Grimes Ave | | 07-0794 |
| US 311 (Main St) at High Ave | | 07-0785 |
| US 311 (Main St) at Kearns Ave | | 07-0801 |
| US 311 (Main St) at Market Center Dr | | 07-0803 |
| US 311 (Main St) at Nathan Hunt Dr | | 07-0805 |
| US 311 (Main St) at Parkway Ave | | 07-0762 |
| US 311 (Main St) at Plaza Lane | | 07-1290 |
| US 311 (Main St) at Qubein Av/Sunset Dr | | 07-0763 |
| US 311 (Main St) at SR 1113 (English Rd) | | 07-0770 |
| US 311 (Main St) at SR 1300 (Green St) | | 07-0787 |
| US 311 (Main St) at SR 1468 (Russell Ave) | | 07-0288 |
| US 311 (Main St) at SR 1718 (Ward Ave) | | 07-0797 |
| US 311 (Main St) at SR 1768 (Lexington Ave) | | 07-0757 |
| US 311 (Main St) at SR 1786 (Old Winston Rd) | | 07-0752 |
| US 311 (Main St) at SR 1970 (Dr ML King Jr Dr) | | 07-0780 |
| US 311 (Main St) at State Ave | | 07-0755 |
| US 311 (Main St) at Westover Dr | | 07-2057 |
| US 311 (Main St) at Westwood Ave | | 07-0768 |
| US 311 (Main St) Ramps NB on Ramps SB off Ramps at SR 1003 | | 07-1477 |
| US 311 at New US 311 and SR 1003 (Main St) | | 07-0893 |
| US 311 Business (Main St) at Parris Ave | | 07-0216 |

| | | |
|---|---|---|
| US 311 Bypass (High Point East Belt) NB Ramp at SR 1486 (Greensboro Rd) | | 07-1592 |
| US 311 Bypass (High Point East Belt) SB Ramp at SR 1486 (Greensboro Rd) | | 07-1593 |
| US 311 EB Ramps at Johnson St | | 07-1265 |
| US 311 NB Ramp at I-85 Bus. / US 29 / US 70 SB Ramp | | 07-2009 |
| US 311 NB Ramp at NC 68 (Eastchester Dr) | | 07-1623 |
| US 311 NB Ramp at SR 1113 (Dr ML King Jr Dr) | | 07-2004 |
| US 311 NB Ramp at SR 1300 (E Green Dr) | | 07-2003 |
| US 311 SB Ramp at I-85 Bus. / US 29 / US 70 NB Ramp | | 07-2012 |
| US 311 SB Ramp at I-85 Bus./ US 29 / US 70 SB Ramp | | 07-2010 |
| US 311 SB Ramp at NC 68 (Eastchester Dr) | | 07-1624 |
| US 311 SB Ramp at SR 1300 (E Green Dr) | | 07-2002 |
| US 311 WB Ramps at Johnson St | | 07-1735 |
| US 70A (Lexington Ave) at Hamilton St | | 07-1001 |
| US 70A (Lexington Ave) at Johnson St | | 07-0814 |
| US 70A (Lexington Ave) at McGuinn Dr | | 07-0759 |
| US 70A (Lexington Ave) at Rotary Dr | | 07-0815 |
| US 70A at US 70A/NC 68 (Westchester St) and SR 1768 (Lexington Ave) | | 07-0756 |
| Westchester Dr & Wickliff St (flasher) | | 07-1276 |
| Westwood Ave at Wrenn St | HP0610 | |
| TOTAL NUMBER OF CITY SIGNALS | 37 | |
| TOTAL NUMBER OF STATE SIGNALS | | 196 |
| TOTAL NUMBER OF ALL SIGNALS | | 233 |
| PRO-RATA SHARE *SCHEDULE D* | DIVIDE NUMBER OF STATE SIGNALS BY THE TOTAL NUMBER OF ALL SIGNALS | 84% |

**APPENDIX III**

**SCHEDULE D - CCTV CAMERA LIST - CITY OF HIGH POINT**

| CCTV LOCATION | CCTV ID |
|---|---|
| IHFC Commerce Av & Hamilton St | 1 |
| North of Transportation Terminal on Hamilton St | 2 |
| IHFC Commerce Av & Wrenn St | 3 |
| Transportation Terminal | 4 |
| IHFC Green St & Wrenn St | 5 |
| Commerce Av & Wrenn St | 6 |
| Main St & High Av | 7 |
| C&D Elm St & Commerce Av | 8 |
| English Rd & Hamilton St | 9 |
| Main St & Qubein Ave | 10 |
| Main St & Lexington Av | 11 |
| Main St & Ward Av | 12 |
| Green Dr & Market Center Dr | 21 |
| English Rd & Westchester Dr | 22 |
| Coventry Rd & Westchester Dr | 23 |
| Lexington Av & Westchester Dr | 24 |
| Main St & Eastchester Dr | 25 |
| Johnson St & Eastchester Dr | 26 |
| Hartley Dr & W.Mall Ln | 27 |
| Eastchester Dr & N.Mall Ln | 28 |
| University Pkwy & Lexington Av | 29 |
| University Pkwy & MLK | 30 |
| Main St & Hartley Dr | 31 |
| Green Dr & Fairfield Rd | 41 |
| Main St & Bus 85 | 42 |
| I-74 & Bus 85 | 43 |
| I-74 & Green Dr | 44 |
| I-74 & MLK | 45 |
| I-74 & Greensboro Rd | 46 |
| Eastchester Dr & Gordon Rd | 47 |

| | |
|---|---|
| I-74 & Johnson St | 48 |
| Old Plank & I-74 | 49 |
| Skeet Club Rd & Johnson St | 61 |
| Skeet Club Rd & Barrow Rd | 62 |
| Barrow Rd & Willard Dairy Rd | 64 |
| Eastchester Dr & White Farm Ln | 65 |
| Eastchester Dr & Wendover Av | 66 |
| Eastchester Dr & Samet Dr | 67 |
| Eastchester Dr & Clinard Farm | 68 |
| Eastchester Dr & Gallimore Dairy Rd | 69 |
| Wendover Av & Samet Dr | 70 |
| Wendover Av & Tarrant Rd | 71 |
| Guilford College Rd & Wendover Av | 72 |
| Guilford Rd & Guilford College Rd | 73 |
| Main St & Guilford Rd | 74 |
| Fairfield Rd & Surrett Dr | 81 |
| Main St & Fairfield Rd | 82 |
| I-74 & Jackson Lake Rd | 83 |
| Baker Rd & Bus 85 | 84 |
| MLK & Bus 85 | 85 |
| Main St & I-85 (Archdale) | 86 |
| Main St & Comanche Dr | 87 |
| Hwy 62/Liberty Rd & I-85 | 88 |
| I-74 & I-85 South | 89 |
| I-74 & I-85 North | 90 |
| **TOTAL NUMBER OF CCTV CAMERAS:** | 55 |

**APPENDIX IV**

## SCHEDULE D - DETECTOR LIST - CITY OF HIGH POINT

| DETECTOR LOCATION | STATE ID | NUMBER |
|---|---|---|
| EASTCHESTER/PIEDMONT PKWY | 07-1525 | 4 |
| EASTCHESTER/GALLIMORE DAIRY | 07-1438 | 5 |
| EASTCHESTER/PENNY | 07-1527 | 2 |
| WENDOVER/PENNY | 07-0892 | 6 |
| EASTCHESTER/WENDOVER/SKEET CLUB | 07-0493 | 2 |
| EASTCHESTER/GORDON | 07-1425 | 2 |
| EASTCHESTER/I-74 SB RAMP | 07-1624 | 2 |
| EASTCHESTER/LASSITER | 07-1980 | 4 |
| EASTCHESTER/CENTENNIAL | 07-0754 | 8 |
| LEXINGTON/CENTENNIAL | 07-0758 | 6 |
| QUBEIN /CENTENNIAL | HP0824 | 4 |
| EASTCHESTER/N MALL LANE | 07-1748 | 2 |
| HARTLEY/E MALL LANE | 07-1746 | 4 |
| HARTLEY/W MALL LANE | 07-1745 | 2 |
| JOHNSON/HARTLEY | 07-1744 | 6 |
| JOHNSON/OAKVIEW | HP0803 | 4 |
| JOHNSON/OLD MILL | HP1024 | 4 |
| JOHNSON/EASTCHESTER | 07-0737 | 8 |
| EASTCHESTER/MAIN | 07-0753 | 9 |
| EASTCHESTER/IDOL | 07-0145 | 2 |
| MAIN/PARRIS | 07-0216 | 2 |
| MAIN/OLD WINSTON | 07-0752 | 2 |
| MAIN/HARTLEY | 07-1455 | 5 |
| MAIN/OLD MAIN | 07-0893 | 4 |
| MAIN/LEXINGTON | 07-0757 | 2 |
| LEXINGTON/JOHNSON | 07-0814 | 2 |
| LEXINGTON/HAMILTON | 07-1001 | 5 |
| LEXINGTON/ROTARY | 07-0815 | 1 |

| | | |
|---|---|---|
| MAIN/FARRISS | 07-0761 | 2 |
| MAIN/PARKWAY | 07-0762 | 2 |
| JOHNSON/PARKWAY | HP0828 | 3 |
| MAIN/QUBEIN | 07-0763 | 2 |
| QUBEIN /HAMILTON | HP0816 | 6 |
| UNIVERSITY/LEXINGTON | 07-0916 | 3 |
| LEXINGTON/QUBEIN | 07-0760 | 4 |
| QUBEIN /UNIVERSITY | 07-0766 | 6 |
| GREENSBORO/DEEP RIVER | 07-0457 | 2 |
| GREENSBORO/PENNY | 07-1323 | 2 |
| MAIN/SCIENTIFIC | 07-1461 | 2 |
| DILLON/MAIN | 07-1268 | 2 |
| MAIN/GUILFORD | 07-0197 | 2 |
| GREEN/BRENTWOOD | 07-1483 | 4 |
| FAIRFIELD/BRENTWOOD | 07-0869 | 4 |
| BRENTWOOD/SPRINGFIELD | HP0120 | 4 |
| BRENTWOOD/NATHAN HUNT | HP0427 | 2 |
| MAIN/FAIRFIELD | 07-0734 | 4 |
| MAIN/ARCHDALE | 07-0208 | 2 |
| MAIN/BAKER | 08-0402 | 2 |
| MAIN/TRINDALE | 08-0135 | 3 |
| MAIN/BALFOUR | 08-0504 | 4 |
| MAIN/RENOLA/ALDRIDGE | 08-0646 | 6 |
| MAIN/WARD | 07-0797 | 2 |
| ELM/WARD | HP0202 | 2 |
| WARD/GREEN | 07-0799 | 3 |
| MAIN/CENTENNIAL | 07-1005 | 2 |
| MAIN/MARKET CENTER | 07-0803 | 5 |
| MAIN/UNIVERSITY | 07-0804 | 3 |
| MAIN/NATHAN HUNT | 07-0805 | 4 |

APPENDIX IV

| | | |
|---|---|---|
| FAIRFIELD/PLAZA | 07-1291 | 4 |
| GREEN/BUS 85 SB RAMP | 07-0416 | 2 |
| GREEN/BUS 85 NB RAMP | 07-0414 | 2 |
| FAIRFIELD/SURRETT | 07-0738 | 4 |
| MARKET CENTER/GREEN | 07-0949 | 8 |
| MARKET CENTER/ELM | 07-0948 | 2 |
| MARKET CENTER/SURRETT | 07-0947 | 3 |
| WESTCHESTER/PHILLIPS | 07-1374 | 2 |
| WESTCHESTER/WARD | 07-0184 | 2 |
| WESTCHESTER/BURTON | 07-0778 | 2 |
| ENGLISH/WESTCHESTER | 07-0779 | 4 |
| ENGLISH/WARD | 07-0777 | 1 |
| ENGLISH/SOUTH | 07-0946 | 2 |
| MARKET CENTER/OLD THOMASVILLE | 07-0944 | 4 |
| PROSPECT/BLANDWOOD | HP0309 | 1 |
| WARD/PROSPECT | HP0311 | 2 |
| MLK/BRENTWOOD | 07-1482 | 2 |
| MLK/HOSKINS | 07-0550 | 2 |
| MLK/UNIVERSITY | 07-0915 | 4 |
| GREEN/UNIVERSITY | 07-1179 | 4 |
| UNIVERSITY/RUSSELL | 07-1178 | 2 |
| GREEN/PARK | 07-0587 | 4 |
| RUSSELL/HAMILTON | 07-0998 | 3 |
| MAIN/RUSSELL | 07-0288 | 4 |
| GRIMES/MAIN | 07-0794 | 2 |
| ELM/TAYLOR | HP0212 | 2 |
| GREEN/WRENN | 07-0788 | 4 |
| GREEN/ELM | 07-0791 | 2 |
| GREEN/GRIMES | 07-0792 | 2 |
| MLK/LINDSAY | 07-0994 | 2 |

| | | |
|---|---|---|
| ENGLISH/WEST POINT | 07-0776 | 4 |
| CHESTNUT/ROTARY | HP0317 | 1 |
| WESTCHESTER/CHESTNUT | 07-0774 | 4 |
| WESTCHESTER/COUNTRY CLUB | 07-0736 | 2 |
| LEXINGTON/WESTCHESTER | 07-0756 | 4 |
| ELM/COMMERCE | HP0511 | 2 |
| COMMERCE/CENTENNIAL | HP0501 | 2 |
| ENGLISH/HAMILTON | 07-1002 | 3 |
| MLK/HAMILTON | 07-0782 | 3 |
| ENGLISH/ELM | 07-0771 | 3 |
| WRENN/MLK | 07-0781 | 3 |
| MAIN/MLK | 07-0780 | 2 |
| MLK/ELM | 07-0402 | 5 |
| MLK/CENTENNIAL | 07-0783 | 5 |
| WRENN/WESTWOOD | HP0610 | 2 |
| MAIN/WESTWOOD | 07-0768 | 4 |
| MAIN/CHURCH | 07-0769 | 2 |
| ELM/WESTWOOD | HP0614 | 2 |
| LINDSAY/WESTWOOD | HP0615 | 1 |
| | TOTAL NUMBER OF DETECTORS: | 341 |

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# POSITION QUALIFICATIONS CITY OF HIGH POINT

## TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER, OR EQUIVALENT

### EDUCATION AND EXPERIENCE

- Graduation from a four-year college or university with a major in Civil Engineering or equivalent or a minimum of 6 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.

- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.

- Excellent planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.

- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).

- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.

- Regular NC driver's license required

### ESSENTIAL DUTIES

- Oversees the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.

- Directly manages employees in a Transportation Management Center. Is responsible for the overall direction, coordination, and evaluation of the unit.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# POSITION QUALIFICATIONS CITY OF HIGH POINT

## TRAFFIC SIGNAL SYSTEMS OPERATIONS MANAGER, OR EQUIVALENT

### ESSENTIAL DUTIES (CONT'D)

- Supervises staff in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

- Works with supervisor to manage staffing and work assignments. Supervises traffic signal staff by assigning tasks and reviewing work on a routine basis and provides ongoing guidance and feedback.

- Provides oversight for field investigations, collection and analysis of traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams.

- Ensures new signal timing plans created by changes in traffic flow patterns, land-use and population are implemented.

- Responds to the complaints and concerns of the community regarding traffic signal design and intersection safety and efficiency.

- Reviews traffic signal designs for impact on general traffic flow and provides recommendations.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# POSITION QUALIFICATIONS CITY OF HIGH POINT

## TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER, OR EQUIVALENT

### EDUCATION AND EXPERIENCE

- Graduation from a four-year college or university with a major in Civil Engineering and a minimum of 3 years of progressive transportation engineering experience; or an equivalent combination of training and directly related experience in traffic signal operations.
- Operations experience and knowledge of ITS concepts, data communications, and computerized traffic signal systems equipment.
- Outstanding planning and organizational skills. Excellent oral and written communications skills including the ability to make public presentations.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., Synchro 3.2, PASSER-II, PASSER IV, TRANSYT 7F, NETSIM).
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including: MS Office (Word, Excel, Access, PowerPoint), GIS, and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

### ESSENTIAL DUTIES

- Plans, organizes, and directs the activities of the computerized traffic signal system operation to ensure that all required functions, activities and tasks are performed in an effective, efficient and timely manner.
- Performs field investigations, collects and analyzes traffic data and Measures of Effectiveness (MOEs), computes traffic parameters to refine signal timing programs for optimum systems timing efficiency and develops time-space diagrams. Develops and implements new signal timing plans created by changes in traffic flow patterns, land-use and population.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# POSITION QUALIFICATIONS CITY OF HIGH POINT

## TRAFFIC SIGNAL SYSTEMS OPERATIONS ENGINEER, OR EQUIVALENT

### ESSENTIAL DUTIES (CONT'D)

- Prepares and installs timing plans (traffic responsive and time-of-day/day-of-week) for all corridors; prepares and implements special event timing plans; and prepares temporary timing plans for failed detector locations.

- Maintains system databases and modifies as necessary to allow for expansion; reviews and evaluates all signalized intersections for phasing optimization; provides system data for and assists with various traffic studies and analysis projects regarding the computerized traffic signal system.

- Provides assistance to the transportation operations staff in diagnostic and operational activities.

- Interacts with and uses the features of the signal system control software to develop and modify timing plans using PC-based timing plan software.

- Manages the traffic signal system operational functions including: operation of the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored.

- Coordinates with the Department on roadway construction projects, which affect the traffic operations in the computerized traffic signal system. Develops and implements temporary timing plan strategies for construction work zones, alternate routes, and incident diversion routes.

- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# POSITION QUALIFICATIONS CITY OF HIGH POINT

## TRAFFIC SIGNAL SYSTEMS SPECIALIST, OR EQUIVALENT

### EDUCATION AND EXPERIENCE

- Graduation from a two-year college or university and a minimum of 1 year of experience in traffic signal operations; or an equivalent combination of education and experience directly related to traffic signal operations.
- Knowledge of traffic signal system operations, Intelligent Transportation Systems (ITS) devices, data communications and computerized traffic signal systems equipment.
- Working knowledge of the principles and practices of traffic signal timing and microcomputer applications of traffic signal optimization software (e.g., MIST software system).
- Thorough knowledge of; ability to pay attention to detail and respond to changes in conditions; ability to coordinate work with others.
- Excellent planning and organizational skills. Excellent oral and written communications skills. Ability to maintain records.
- Working knowledge of AUTOCAD or MICROSTATION and PC-BASED programs including MS Office (Word, Excel, Access, Powerpoint); GIS and various software programs for traffic optimization and traffic analysis.
- Regular NC driver's license required.

### ESSENTIAL DUTIES

- Monitors the operations of the computerized traffic signal system operation on a daily basis to ensure that all required functions are performed in an effective, efficient and timely manner.
- Installs new or revised timing plans (traffic responsive and time-of-day/day-of-week) for corridors; implements special event timing plans and prepares temporary timing plans for failed detector locations through the use of Traffic System software.

# MUNICIPAL OPERATIONS AGREEMENT – SCHEDULE D
# POSITION QUALIFICATIONS CITY OF HIGH POINT

### TRAFFIC SIGNAL SYSTEMS SPECIALIST, OR EQUIVALENT

**ESSENTIAL DUTIES (CONT'D)**

- Monitors real time traffic operations through video sources to report incidents and special event information to the appropriate agencies (NCDOT, NC State Highway Patrol, Emergency Management, etc.) and the local Police and Fire departments.

- Performs traffic signal system operational functions including: maintaining the graphics monitoring databases; performing periodic schedule data backup; assures the periodic image and graphic backups are accomplished and safely stored. Coordinates signal repair work with operations staff.

- Coordinates with local TV stations and webmasters assuring periodic image and graphic are displayed and provided.

- Maintains daily control logs, event logs, timing plan ledgers and daily summary reports.

# MUNICIPAL OPERATIONS COMPENSATION - SCHEDULE D - HIGH POINT

| ITEM | UNIT | ANNUAL RATE | PERCENT (%) UTILIZATION | QUANTITY | PRO-RATA PERCENT (Appendix II) | PRO-RATED COST |
|---|---|---|---|---|---|---|
| FIXED ANNUAL COSTS REIMBURSEMENT SCHEDULE | | | | | | |
| Signal Systems Manager | LS | $94,000.00 | 100% | 1 | 84% | $78,960.00 |
| Signal Systems Technician | LS | $73,000.00 | 50% | 1 | 84% | $30,660.00 |
| Protronix Maintenance Agreement | EA | $15,300.00 | 100% | 1 | 84% | $12,852.00 |
| Econolite Maintenance Agreement | EA | $21,435.00 | 100% | 1 | 84% | $18,005.40 |
| PER ITEM REIMBURSMENT SCHEDULE | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| PER INCIDENT REIMBURSMENT SCHEDULE | | | | | | |
| Per Incident Reimbursements shall consist of all costs associated with repairs and/or replacement of any equipment, software and supplies used to maintain operation of the High Point Computerized Traffic Signal System at a pro rata share of 84%. This includes equipment or software such as, but not limited to: Central Computer Hardware & Software (KVM switch, servers, workstations, laptops, printers, UPSs, traffic management and communication software, etc.); Maintenance Equipment (test equipment, display boards and monitors, laptop, etc.), Communications cable and equipment (core switch, routing switches, media converters, GPS clock sync equipment, fiber modems, phone lines, serial multiport equipment, fiber interconnect centers, fiber patch panels, hub cabinets, ethernet cables, fiber materials and equipment, network management software, etc.); CCTV Equipment (camera assemblles and cabinets, encoders, decoders, master distribution amplifier, matrix bays, multiplexor, CCTV intelllgent keyboards, DVR, switches, monitors, etc.); Office supplies (fax machine, printer repair and bays, multiplexor, CCTV intelllgent keyboards, DVR, switches, monitors, etc.); Office supplies (fax machine, printer repair and supplies, paper, pens, pencils and miscellaneous supplies). | | | | | | TBD As Needed |
| | | | | | Total | $141,000.00 |

Note: Items Included on this Schedule may be added or deleted to those above by written request, signed by a Municipal Representative. The letter should be sent in quadruplicate to the Division Engineer accompanied by four copies of the revised Schedule. If the Division Engineer approves the new schedule, they will sign all copies as APPROVED then forward one copy of the letter and Schedule to the DOT Controller, the LPMO Contract Officer, the Municipality, and retain one for Division file. The new Schedule will then become effective at the beginning of the next cycle for reimbursement. The Department of Transportation reserves the right to verify that all listed operations functions are being properly performed. If it Is determined that any authorized operations function is not being performed, the reimbursement will be reduced accordingly.

L.S. ATTEST

CITY OF HIGH POINT

CLERK

MUNICIPAL REPRESENTATIVE

DATE

DATE

NCDOT DIVISION ENGINEER

NORTH CAROLINA'S INTERNATIONAL CITY™

# CONSTRUCTION AGREEMENT

## City of High Point Bid Number <u>9004-101822</u>
## ("Vacuum Tank Replacement")

THIS AGREEMENT ("Agreement") is entered into as of the 8th day of November, 2022 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, North Carolina 27260 ("City"), and Kemp Construction Inc., a corporation with its principal place of business of 2217 Lynmore Drive, Sherrills Ford, NC 28673 ("Contractor").

WITNESSETH, that the City and the Contractor, for the consideration stated herein, mutually agree as follows:

1. **THE PROJECT**. The Project is City of High Point Bid Number **<u>9004-101822</u>**. The Project is generally described as **<u>Vacuum Tank Replacement</u>**.

2. **THE CONTRACT DOCUMENTS**. The Contract Documents are:
   a. This Agreement.
   b. Addendum Number 1
   c. The Project's Drawings/Plans. *(Tab - A, P. 26) Green*
   d. The Project Special Provisions. *(Tab - A) Green*
   e. The Construction Documents Project Manual. *(Tab - A) Green*
   f. EJCDC General Conditions. *(Tab - B, P. 27)*
   g. The Contractor's Itemized Proposal Form. *(Tab - C, P. 28) Yellow*
   h. The Contractor's executed Payment Bond. (Not required)
   i. The Contractor's executed Performance Bond. (Not required)
   j. The City's Minority Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise Outreach Plan and Guidelines. *(Tab - D, P. 35) Blue*
   k. City of High Point Construction Project Dispute Resolution Process.
   l. Bid Documents executed by the Contractor. *(Tab - E, P. 39)*

3. **THE WORK**. The Work is defined in the Contract Documents. The Work also includes all additional services reasonably implied or inferred from the Contract Documents or customarily provided in the performance of work similar to that called for by the Contract Documents.

4. **CONTRACTOR'S PERFORMANCE OF THE WORK**. The Contractor will perform the Work in a timely fashion in accordance with the requirements of the Contract Documents. The Contractor will be solely responsible for providing all labor and materials necessary to perform the Work in a timely fashion.

5. **CONTRACTOR'S COMPENSATION**. The City will pay the Contractor the lump sum of **$139,105.00** for final completion of the Work. If a portion of the Contractor's compensation will be based upon unit prices for aspects of the Work performed by the Contractor, the City will pay the Contractor at the unit prices for these aspects of the Work set forth in the Contractor's Itemized Proposal Form. When applicable, the unit prices set forth in the Contractor's Itemized Proposal Form will govern the amounts paid to or deducted from the Contractor for revisions in the Work.

6. **PAYMENT BOND AND PERFORMANCE BOND**. Prior to or at the time of the execution of the Agreement, the Contractor will provide a payment bond and a performance bond consistent with the statutory forms set forth in Chapter 44A of the North Carolina General Statutes (see N.C. Gen. Stat. §44A-33). The payment bond and the performance bond are required to ensure the Contractor's full and proper performance of the Work and the Contractor's full and prompt payment of all subcontractors and suppliers providing labor or materials relating to the Work. The surety on the payment bond and the performance bond, by providing these bonds, agrees to be bound by the terms of the Agreement, and agrees to perform any action and make any payment required under the Agreement that the Contractor fails to perform or make.

7. **REVISION OF QUANTITIES.**

a. City's Revision of Quantities. If the Contractor is to be compensated under the Agreement for any portion of the Work on a per unit basis for the total quantities of items listed in the Contractor's Itemized Proposal Form fully completed by the Contractor, the City, by providing written notice to the Contractor, may increase or decrease quantities of items to be provided by the Contractor under the Agreement by as much as fifty percent (50%) of the total contract amount. The quantities may be revised by the City by an additional fifty percent (50%) with the Contractor's approval.

b. Compensation for Revised Quantities. The Contractor's compensation for any revisions of contract quantities pursuant to this Paragraph will be at the unit prices in the Contractor's Itemized Proposal Form.

c. Effect of Revised Quantities Upon Contract Completion Date. Any extension of the Contract Completion Date (see Paragraph 9) relating to a revision of quantities pursuant to this Paragraph will be agreed upon in writing by the City and the Contractor. If no agreement is reached in this regard between the City and the Contractor, the Contract Completion Date will be revised on a proportional basis consistent with the revision to the overall contract amount arising from the revision in quantities.

8. **ADDITIONAL CHANGES TO THE WORK.**

a. Changes to the Work by the City. In addition to the potential revision of contract quantities (see Paragraph 7), the City, by providing written notice to the Contractor, may require other changes to the Work within the general scope of the Work. The effect of such changes on the Contractor's compensation and on the Contract Completion Date shall be agreed upon by the parties or equitably adjusted.

b. Changes to the Work Requested by the Contractor. The Contractor, by providing written notice to the City, may request changes to the Work within the general scope of the Work, provided that such requested changes do not negatively affect the quality or quantity of the Work. If the City agrees to implement a change requested by the Contractor, the effect of the change on the contract price or the Contract Completion Date will be agreed upon by the parties and/or equitably adjusted.

9. **THE CONTRACT COMPLETION DATE.**

a. Time of the Essence. Time is of the essence in the full completion of the Work and the final completion of the Work.

b. Days to Complete the Work. The Contractor shall have 120 days to order/fabricate materials and an additional 30 days to complete the installation (see section 2.0 Timing Specifications) from the Contractor's receipt from the Architect/Engineer or the City of a written Notice to Proceed to achieve final completion of the Work.

c. The Contract Completion Date. The date by which the Contractor must achieve final completion of the Work is "the Contract Completion Date."

d. Full Completion of the Work. The phrase "full completion of the Work" means the point at which the City receives full beneficial use and occupancy of the Work as reasonably determined by the Architect/Engineer.

e. Final Completion of the Work. The phrase "final completion of the Work" means the point at which all aspects of the Work have been finally completed.

10. **LIQUIDATED DAMAGES.**

a. Basis for and Amount of Liquidated Damages. A delay by the Contractor in achieving final completion of the Work by the Contract Completion Date will result in damages to the City, including but not limited to public inconvenience, obstruction in traffic, interference with business, lost revenue, and increased design professional, inspection and administration costs. In light of the difficulty of making a precise determination of such damages, the City and the Contractor agree that the sum of **one thousand dollars ($1,000.00)** per calendar day will be charged against the Contractor, not as a penalty, but as liquidated damages, for each calendar day between the Contract Completion Date and the date upon which Contractor achieves final completion of the Work. This sum represents a reasonable estimate of the amount of damages to potentially be suffered by the City each day if final completion of the Work is not achieved by the Contract Completion Date.

b. Accrual of Liquidated Damages. Liquidated damages will continue to accrue until final completion of the Work is achieved, even if it becomes necessary for the City without the Contractor's involvement to take actions necessary to achieve final completion of the Work.

c. Reasonableness of Liquidated Damages. Contractor acknowledges that the amount of liquidated damages set forth in this Paragraph is a reasonable projection of the damages to be suffered by the City in the event that final completion of the Work is not achieved by the Contract Completion Date.

d. Contractor's Knowledge of Liquidated Damages Provision before Bid Submission. Contractor further acknowledges that Contractor was aware of and considered this liquidated damages provision and the need to achieve final completion of the Work by the Contract Completion Date in preparing and submitting its bid for the Work and in entering into the Agreement to perform the Work.

## 11. EXTENSIONS OF THE CONTRACT COMPLETION DATE.

a. Basis for Extension Request. The Contractor may request extensions of the Contract Completion Date based upon delays to the critical path of the Work caused by events that could not have reasonably been anticipated by the Contractor and which are totally beyond the Contractor's control.

i. The occurrence of a number of adverse weather days on a monthly basis equal to the average number of adverse weather days for the month at issue in the vicinity of the Work (based on no greater an area than zip code) during the previous five (5) years as shown by data accumulated by a nationally recognized weather monitoring and recordkeeping service should be reasonably anticipated by the Contractor.

ii. Any adverse weather days claimed by the Contractor must be beyond the number of reasonably anticipated weather days as set forth above and must actually delay the critical path of the Work.

iii. The need to order materials, retain subcontractors and take other actions sufficiently in advance of when materials or subcontractors are required to perform the Work in a timely fashion and to achieve final completion of the Work by the Contract Completion Date should be reasonably anticipated by the Contractor.

b. Timing of Extension Request for Non-Weather Related Reasons. Except for weather related requests, the Contractor must submit a request for an extension of the Contract Completion Date in writing to the Architect/Engineer within five (5) calendar days of the occurrence of the event upon which the request for an extension is based.

c. Content of Extension Request for Non-Weather Related Reasons. A written notice from the Contractor seeking an extension of the Contract Completion Date for a non-weather related event must:

i. Identify the event at issue.

ii. Set forth the length of the extension of the Contract Completion Date sought by the Contractor.

iii. Explain why the Contractor believes that it is entitled to the extension sought, including an explanation of why the Contractor believes that the critical path of the Work has been delayed as a result of the event at issue.

iv. Provide sufficient documentation to allow the Architect/Engineer and the City to fully review the request.

d. Continuing Nature of Non-Weather Related Event. If the non-weather related event for which the Contractor seeks an extension of the Contract Completion Date is continuing in nature, the Contractor must provide an initial notice in writing to the Architect/Engineer within five (5) calendar days of the event, identifying the event and explaining why the Contractor believes that it is entitled to an extension of the Contract Completion Date as a result of the event, including an explanation of why the Contractor believes that the critical path of the Work has been delayed as a result of the event at issue. The remaining information set forth above must be provided by the Contractor to the Architect/Engineer within five (5) calendar days of the last day for which the Contractor seeks an extension.

e. Timing of Extension Request for Weather Related Reasons. With regard to weather-related requests, the Contractor must submit requests on a monthly basis, with the request needing to be submitting in writing to the Architect/Engineer by the tenth (10th) calendar day of the following month for any weather-related delays claimed during the preceding month. If the Contractor does not submit a request for an extension of the Contract Completion Date consistent with these time deadlines, the Contractor waives the ability to request an extension for the event or events at issue.

f. Content of Extension Request for Weather Related Reasons. Each request for a weather-related extension of the Contract Completion Date must:

i. State the specific date or dates for which the Contractor seeks an extension.

ii. State the basis for the request for an extension for each designated date, including an explanation of why the Contractor believes that the critical path of the Work has been delayed as a result of the event at issue.

iii. Provide supporting documentation from a nationally recognized weather monitoring and recordkeeping service for the designated date.

iv. Provide information from a nationally recognized weather monitoring and recordkeeping service for the previous five (5) years of the average number of adverse weather days for the month at issue in the vicinity of the Work (based on no greater an area than zip code).

g. Architect/Engineer's Review of Extension Request. The Architect/ Engineer will review any request for an extension of the Contract Completion Date submitted by the Contractor within fifteen (15) calendar days of the Architect/Engineer's receipt of the request, provided that the Contractor submits sufficient information along with its request to allow the Architect/Engineer to fully review the request. If the Architect/Engineer in its sole reasonable discretion deems that additional information is needed in order to review the Contractor's request for an extension of the Contract Completion Date, the Architect/Engineer will notify the Contractor in writing of the need for the Contractor to provide additional information, and the Contractor will provide the additional required information within ten (10) calendar days of the Contractor's receipt of the request. After the Contractor's provision of the additional required information, the Architect/Engineer will review the updated request within ten (10) calendar days of the Architect/Engineer's receipt of the additional information. If the Contractor fails to provide the additional requested information in a timely fashion, the Contractor waives the ability to request an extension of time for the event or events at issue.

h. Effect of Architect/Engineer's Decision on Extension Request. The Architect/Engineer will report its decision on a request for an extension of the Contract Completion Date to the Contractor and to the City. This decision will be binding on the Contractor and the City, unless the Contractor or the City makes a Claim with regard to the decision consistent with the terms of the Contract Documents.

## 12. CONTRACTOR'S PAYMENT APPLICATIONS

a. Contractor's Submission of Payment Applications. By the fifth (5th) calendar day of each month, the Contractor shall present to the Architect/Engineer a payment application, setting forth the amount sought by the Contractor for full completion of portions of the Work during the preceding month. Each payment application shall include sufficient information and documentation to allow the Architect/Engineer to evaluate the payment application.

b. Architect/Engineer's Review of Payment Applications. The Architect/ Engineer shall promptly review each payment application submitted to the Architect/Engineer by the Contractor. The Architect/Engineer may consult at any time with the City regarding a payment application submitted to the Architect/Engineer by the Contractor. The Architect/Engineer shall have fifteen (15) calendar days after the presentation to the Architect/Engineer by the Contractor of a payment application to notify the Contractor in writing about any issues with the payment application. The Architect/Engineer and the Contractor will work diligently to resolve any issues raised by the Architect/Engineer regarding a payment application submitted by the Contractor. When the Architect/Engineer determines that a payment application is acceptable, the Architect/Engineer shall submit the acceptable payment application to the City for payment.

c. Amount of Payment. If all or a portion of a payment application is approved for payment by the Architect/Engineer, the City shall pay the undisputed amount requested in the payment application to the Contractor, less retainage withheld consistent with North Carolina law. Any retainage withheld by the City will be paid to the Contractor upon final completion of the Work consistent with the requirements of North Carolina law. See N.C. Gen. Stat. §143-134.1(b1) through §143-134.1(e).

d. Timing of Payment. Assuming that a timely and acceptable payment application is submitted by the Contractor, payment will be made by the City within thirty (30) days of the City's receipt of the Architect/Engineer's notice of approval of the payment application.

e. Final Payment. When the final completion of the Work has been achieved, including all punch list items, and an acceptable final payment application has been presented by the Contractor and reviewed and approved by the Architect/Engineer, final payment will be made to the Contractor within forty-five (45) calendar days after the acceptable final payment application has been approved by the Architect/Engineer.

f. Effect of Architect/Engineer's Decision on Payment Request. The Architect/Engineer will report its decision on a payment request to the Contractor and to the City. This decision will be binding on the Contractor and the City, unless the Contractor or the City makes a Claim with regard to the decision consistent with the terms of the Contract Documents.

g. Effect of Payment. The making of a payment to the Contractor does not waive the right of the Architect/Engineer or the City to later challenge any aspect of the Work covered by the payment application, nor does the making of a payment to the Contractor waive the right of the Architect/Engineer or the City to withhold future payments due to issues with any aspect of the Work covered by the payment application.

13. **CONTRACTOR'S PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**. The Contractor's payments to its subcontractors and suppliers on the Project shall be made in accordance with North Carolina law. See N.C. Gen. Stat. §143-134.1(b).

14. **PRECONSTRUCTION CONFERENCE.** Within ten (10) days of the Contractor's receipt from the Architect/Engineer of a written Notice of Award, the City, the Architect/Engineer and the Contractor shall establish an agreeable date upon which a preconstruction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor knowledgeable about the Contractor's plans for completing the Work and the Contractor's proposed critical path schedule for achieving final completion of the Work by the Contract Completion Date must attend the preconstruction conference.

15. **CONTRACTOR'S SCHEDULE.**

a. Contractor's Proposed Schedule. At the preconstruction conference, the Contractor will submit a proposed critical path schedule detailing the Contractor's plans for achieving final completion of the Work by the Contract Completion Date. The City and the Architect/Engineer will raise any questions with the Contractor's proposed schedule within ten (10) calendar days of receipt of the proposed schedule. The Contractor will address any concerns raised by the City or the Architect/Engineer within five (5) calendar days of the Contractor's receipt of written notice of the concerns raised by the City or the Architect/Engineer. The Contractor will not proceed with any aspect of the Work until an acceptable initial schedule for completion of the Work by the Contract Completion Date has been approved by the City and the Architect/Engineer.

b. Monthly Schedule Updates. The Contractor shall submit to the Architect/Engineer monthly updates of the critical path schedule for the Work, showing the progress toward final completion of the Work and any revisions to the Contract Completion Date. If on any schedule the Contract Completion Date is extended without approval by the Architect/Engineer or the City, the Contractor must submit a plan for accelerating the Work to ensure that final completion of the Work if achieved by the Contract Completion Date.

16. **MONTHLY CONSTRUCTION CONFERENCES.** On regularly scheduled dates agreed upon by the City, the Architect/Engineer and the Contractor during the preconstruction conference, the City, the Architect/Engineer and the Contractor shall participate in a monthly construction conference. At each monthly construction conference, the City, the Architect/Engineer and the Contractor shall review the status, quality and progress of the Work, shall review the Contractor's revised schedule for final completion of the Work, and shall address any issues regarding the Work that can promptly be addressed by the parties.

17. **INSPECTION OF WORK**. The City or the Architect/Engineer may inspect the Work at any time, including any portion of the Work that has been covered or concealed by the Contractor. With five (5) calendar days of receipt of written notice from the Architect/Engineer, the Contractor will correct any defects in the Work identified by the City or the Architect/Engineer.

18. **CONTRACTOR'S WARRANTY AND GUARANTY.** The Contractor warrants and guarantees that all aspects of the Work will be performed and completed in a good and workmanlike fashion consistent with the highest quality of work performed by contractors in Guilford County and surrounding areas in the performance of similar work. The Contractor further warrants and guarantees that all aspects of the Work will be free from defects, and will be in full compliance with the Contract Documents. The Contractor, after receipt of written notice from the City or the Architect/Engineer, shall at Contractor's expense promptly replace, repair or correct any defective materials or workmanship appearing within one (1) year from the date of final completion of the Work. All other warranties, express or implied, existing under North Carolina law remain in effect with regard to the Work. If the Contractor, after receipt of written notice from the City or the Architect/Engineer, fails to proceed promptly to correct defective aspects of the Work, the City may have the defects corrected and charge the costs of the remedial work to the Contractor. The City also may choose not to remedy the Work, and instead deduct an amount from the Contractor's compensation to address the damages caused by the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

19. **INSURANCE.**

a. Types and Amounts of Insurance. The Contractor shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the date of the written Notice to Proceed until three (3) years after final completion of the Work, the following insurance coverages:

i. Worker's Compensation/Employer's Liability. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

ii. Commercial General Liability. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Contractor under the Agreement;

iii. Commercial Vehicle Liability. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than $1,000,000.00;

iv. Umbrella or Excess Liability. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by the Contractor for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than $5,000,000.00 combined single limit each occurrence and $5,000,000.00 aggregate limits; and

b. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Contractor pursuant to the Agreement.

c. The Architect/Engineer as Additional Insured. The Architect/Engineer, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Contractor pursuant to the Agreement.

d. Certificates of Insurance. The Contractor prior to the Contractor's commencement of the Work will provide certificates of insurance showing the existence and effective dates of all coverages required under the Agreement.

20. **CONTRACTOR'S COMPLIANCE WITH SAFETY REGULATIONS**. The Contractor shall follow all safety regulations of any governmental authority having jurisdiction over any aspect of the Work, including all health and safety requirements of the Occupational Safety and Health Act. The Contractor is solely responsible for any penalties or fines of any nature assessed by any governmental authority for non-compliance with said governmental authority's regulations, and will indemnify the City with respect to such fines and penalties.

## 21. CONTRACTOR'S INDEMNIFICATION OF THE CITY AND THE ARCHITECT/ENGINEER.

a. General Indemnification. The Contractor shall indemnify, hold harmless and defend the City, the Architect/Engineer, and their employees, agents and representatives, from and against any and all claims, injuries or damages directly or indirectly arising out of or resulting from or related to the Contractor's provision of the Work.

b. Intellectual Property Indemnification. If any aspect of the Work provided by the Contractor pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that it if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Contractor shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Contractor shall also fully indemnify, hold harmless and defend the City, the Architect/Engineer and their employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

## 22. CLEANUP.

a. Clean Work Areas. During the performance of the Work, the Contractor shall maintain the area or areas in which the Work is being performed in as neat a manner as can be reasonably expected.

b. Cleaning Upon Completion of the Work. Upon completion of all or any portion of the Work, the Contractor shall perform all clean-up operations necessary to place the area of the Work in first class condition.

c. Maintenance of Disturbed Areas. The Contractor shall maintain all disturbed areas until final acceptance of the Work. The Contractor will remove waste materials and rubbish from the Project at the end of each work day. When final completion of the Work is achieved, the Contractor will place the area of the Work in a neat and clean condition, ready for occupancy by the City.

23. **DEFAULT/TERMINATION.**

a. Termination. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Contractor, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Work; (ii) failing in any material respect to perform the Work in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Contractor's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Work; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Contractor; or (ii) otherwise breaching a material term of the Agreement.

b. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. This written notice may be provided by either party or by the Architect/Engineer. If the termination is based upon a default, the defaulting party shall have ten (10) calendar days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

c. Post-Termination Obligations. Upon any termination of the Agreement, the Contractor shall: (1) promptly discontinue provision of the Work (unless a termination notice from the City or the Architect/Engineer directs otherwise); and (2) deliver or otherwise make available to the City and the Architect/Engineer all documents, accounting records, electronically stored information and other information accumulated by the Contractor in the provision of the Work.

d. The City's Completion of the Work. Upon termination of the Agreement, the City may complete the Work in any manner deemed appropriate by the City.

e. Recovery of Damages from the Contractor. The City shall be entitled to recover from the Contractor any damages incurred by the City as a result of the Contractor's default, including but not limited to liquidated damages for the delayed final completion of the Work beyond the Contract Completion Date.

f. Timing of Post-Termination Payments to the Contractor. The City shall not have any obligation to make any payment to the Contractor following a default prior to final completion of the Work.

24. **THE CITY'S TERMINATION OF AGREEMENT FOR CONVENIENCE.** The City may terminate the Agreement for any reason upon provision of ten (10) calendar days advance written notice to the Contractor by the City or the Architect/Engineer of the City's decision to terminate the Agreement. If the City terminates the Agreement pursuant to this Paragraph, the Contractor shall cease the Work, remove the Contractor's equipment and labor from the Project, and deliver to the City all documents necessary to allow the City to complete the Work. The City will pay the Contractor any amounts owing to the Contractor through the date of the City's termination of the Agreement, but the Contractor shall not be entitled to any lost profits or other amounts relating to any portion of the Work not performed.

25. **NOTICES**. Notice under the Agreement must be in writing and may be provided to the other party by hand delivery, or by certified mail with return receipt requested.

The City's street/mailing address for notices is:

**The City of High Point**
**Purchasing Department**
**P.O. Box 230**
**High Point, NC 27261**

The Contractor's street/mailing address for notices is:

2217 Lynmore Dr
Sherrills Ford NC
28673

26. **DISPUTE RESOLUTION.** Any disputes relating to the Agreement shall be resolved consistent with the attached City of High Point Construction Project Dispute Resolution Process. The Contractor shall incorporate the City of High Point Construction Project Dispute Resolution Process into any subcontracts entered into by the Contractor relating to the Project.

27. **GOVERNING LAW**. The Agreement shall be governed by the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

28. **SUCCESSORS AND ASSIGNS.** The Agreement shall not be assigned by the Contractor without the prior written consent of the City. The parties' successors in interest shall remain bound by the terms of the Agreement.

29. **DISCLOSURE.** The Contractor agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Work, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Work, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Contractor also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

30. **E-VERIFY COMPLIANCE**. The Contractor represents that it is in compliance with and will remain in compliance with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor will ensure compliance by its subcontractors with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

31. **CAPTIONS.** The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

32. **SEVERABILITY.** The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

33. **NO WAIVER.** Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

34. **AGREEMENT EXECUTION**. The Agreement and all other documents required to be executed as part of the Agreement will be executed and delivered by the Contractor to the

City within ten (10) calendar days of the Contractor's receipt of the Agreement and the other documents from the City. Within ten (10) days of the City's receipt from the Contractor of a complete and executed version of the Agreement and other documents, the City will execute and deliver to the Contractor one fully executed version of the Agreement and other documents.

35. **PRIORITY OF CONTRACT DOCUMENTS**. In the event of a conflict between the terms of any of the Contract Documents: (a) this Agreement shall take precedence over all other Contract Documents; (b) the Project Special Provisions shall take precedence over the Construction Documents Project Manual and the EJCDC General Conditions; and (c) the Construction Documents Project Manual shall take precedence over the EJCDC General Conditions.

36. **COORDINATION OF WORK**. The City may retain other contractors to provide work on the Project. The Contractor will coordinate its Work under this Agreement with work provided by other contractors on the Project. The Contractor shall follow any directives or instruction provided by the Architect/Engineer or the City to ensure that the Project is performed efficiently and expeditiously in a coordinated fashion and within the schedule for the Work and for the Project.

***Signature Page***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **one** (1) original copy on the day and year first above written.

Kemp Construction Inc.
*Contractor*

By: [signature]
*Authorized Signature*

Luther K. Kemp
*Name above (Typed or Printed)*

Vice President
*Title*

2217 Lynmore Dr
*Street Address*

Sherrills Ford NC 28673
*City/State*

ATTEST

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its Vice-President and attested by its Secretary this the 9th day of December, 2022.

Kemp Construction Inc.
*Corporate Name*

(SEAL)

Attest: [signature]
*Secretary (Signature)*

STATE OF North Carolina

COUNTY OF Lincoln

I, Angela M. Matousek, a Notary Public of the County and State aforesaid, certify that Amy McBride personally came before me this day and acknowledge that he/she is the Secretary of Kemp Construction Inc., a corporation organized in the state of New York and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by him/her as its Secretary.

WITNESS my hand an official seal or stamp, this the 9 day of December, 2022.

[signature] (Notary Public)

My Commission Expires: April 19, 2024

ANGELA M. MATOUSEK NOTARY PUBLIC MY COMMISSION EXPIRES 4/19/2024 LINCOLN COUNTY, N.C.

DS

DS

CITY OF HIGH POINT, NORTH CAROLINA
*The City*

P O Box 230, High Point, NC 27261
*Address*

DocuSigned by:
Mary S. Brooks
DD3CFAB7D0E24B2...
*Mary S. Brooks, Interim City Clerk*
12/24/2022 | 20:58:31 EST

By: DocuSigned by:
Tasha Logan Ford
F699C7423A3645A...
*Tasha Logan Ford, City Manager*
12/23/2022 | 19:29:42 EST

## APPROVAL BY CITY ATTORNEY

Approved as to form:

DocuSigned by:
JoAnne Carlyle
E6032A981AF46A...
*JoAnne L. Carlyle, City Attorney*

Date: 12/22/2022 | 08:43:14 EST

## APPROVAL BY FINANCE OFFICER

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

DocuSigned by:
Bobby Fitzjohn
385F1C88F40E4DB...
*Bobby D. Fitzjohn, Director of Financial Services*

Date: 12/22/2022 | 08:35:21 EST

# City of High Point Bid Number 9004-101822 ("Vacuum Tank Replacement")

## PROJECT SPECIAL PROVISIONS

The following Project Specifications apply to the Work on the Project and are incorporated by reference into the Agreement.

**1. Holiday Schedule**

A. The City will observe the following days as holidays, and will not provide construction inspection or staff function on these days:

| | | |
|---|---|---|
| New Year's Day | Martin Luther King, Jr. Day | Good Friday |
| Memorial Day | Juneteenth | Independence Day |
| Labor Day | Veterans Day | Thanksgiving (two days) |
| Christmas (two days) | | |

B. The Contractor may perform items of construction which require no inspection on holidays. However, no major operations which require inspections may be performed on these days, unless approved in advance by the City. If inspections occur on a holiday, the Contractor will pay all costs associated with these inspections, including costs incurred by the Architect/Engineer and costs incurred by the City.

**2. Night and Weekend Work**

A. No night or weekend work requiring the presence of the Architect/Engineer or the City is permitted except in case of emergency or unless called for by the Contract Documents.

B. If the Contractor desires to perform work that requires inspection on weekends, the Contractor must notify the Architect/Engineer and the City no later than 11:00 a.m. on the preceding Thursday to obtain approval for the desired work.

C. Operation of mechanical equipment or other work of a noisy nature is not permitted between the hours of 9:00 p.m. and 7:00 a.m., except in the case of an emergency or unless called for by the Contract Documents.

**3. Safety and Health**

A. The Contractor shall comply with all federal, state and local safety and health statutes, rules, regulations, standards and codes applicable to the Work and the Project.

B. The Contractor shall:

1) Erect and maintain all necessary safeguards to protect persons and property.

2) Comply with all applicable work zone traffic safety statutes, rules, regulations or guidelines.

3) Notify the owners of adjacent properties, underground facilities and utilities when construction may affect them, and cooperate in the protection, removal and replacement of their properties, facilities or utilities.

4) Obtain all necessary permits prior to performance of the Work.

5) Submit a safety program covering the Work and provide a copy of the program to employees, subcontractors and suppliers, and to the City and the Architect/Engineer.

6) Provide to the Architect/Engineer and the City the name and phone numbers of an on-site representative of the Contractor responsible for safety on the Project.

7) Dispose of all waste generated by the Contractor, including but not limited to paints, coolants, oils, and construction debris, in accordance with local, state, and federal statutes, rules, regulations, standards and codes at the Contractor's expense.

C. The City will not administer, implement or be responsible for the Contractor's safety and health program.

D. The City shall have access to any worksite, permits or safety-related documentation upon request.

E. All fatal incidents or serious incidents resulting in the hospitalization of any person must be reported by the Contractor to the Architect/Engineer and the City immediately upon the Contractor learning of the incident.

F. Other incidents with serious accident potential, such as equipment failures, slides, and cave-ins, must be reported to the Architect/Engineer and the City immediately upon the Contractor learning of the incident.

G. Safety-related investigations, inspections, citations, or work stoppages must be reported by the Contractor to the Architect/Engineer and the City immediately upon the Contractor learning of the investigation, inspection, citation or work stoppage.

**4. <u>Protection of Property</u>**

A. The Contractor is responsible for the protection of all public and private property in the vicinity of the Work. The Contractor shall use every reasonable precaution to prevent damage to underground structures, trees and plants, poles, wires, cables and other overhead structures.

B. The Contractor shall not remove, disturb or damage land monuments or property markers unless directed by the Architect/Engineer or the City.

C. The Contractor is responsible for the removal, preservation, and resetting of all mailboxes disturbed by the Work. Mailboxes and their supports, when reset, shall be placed in as good a condition as they were before removal.

D. The Contractor is responsible for all damage to property resulting from any act, omission, negligence, or misconduct by Contractor or any of its employees, subcontractors or suppliers in the prosecution of the Work.

E. The Contractor shall either restore at its own expense any damaged property to a condition equal to or better than that existing before such damage was done, or shall make good such damage in a manner acceptable to the owner of the damaged property and to the City. In case of failure on the part of the Contractor to restore such property or make good such damage, the City may repair, rebuild, or otherwise restore such property in such manner as the City considers necessary, at the Contractor's expense.

**5. Limiting Public Inconvenience**

A. The Contractor at all times shall conduct the Work in such a manner as to ensure the least possible inconvenience and obstruction of the public. The convenience of the general public and of residents along and adjacent to the Work shall be provided for at all times in an adequate and satisfactory manner.

B. Fire hydrants on or adjacent to the Work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any such hydrant.

C. Footways and portions of highways in the vicinity of the Work under construction shall not be obstructed, unless approved in advance by the Architect/Engineer and/or the City and provided that any approved obstruction is accompanied by a detour plan approved in advance by the Architect/Engineer and/or the City.

D. Gutters and sewer inlets shall be kept unobstructed at all times.

**6. Drug Free Workplace**

The Contractor will provide and maintain a drug free workplace in accordance with all applicable federal, state and local statutes, rules, regulations, standards and codes.

**7. Existing Utilities**

A. At no cost to the City, the Contractor shall be solely responsible for locating and addressing all existing underground installations, including service connections, in advance of excavating or trenching. The Contractor shall rely upon its own information when locating existing underground installations.

B. Existing underground installations, such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures, in the vicinity of the Work are indicated on the drawings only to the extent such information has been made available to or discovered by the Architect/Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information.

C. At no cost to the City, the Contractor shall comply with Chapter 87 of the North Carolina General Statutes, the Underground Damage Prevention Act.

D. At no cost to the City, the Contractor shall coordinate with utility companies for the protection, relocation, or adjustment of utilities in the vicinity of the Work. The Contractor shall have utility company representatives present when necessary to support existing utilities while the Contractor is working adjacent to such utilities.

E. If the Contractor damages any existing underground installations, the Contractor shall be responsible for the costs to repair or replace the same, as directed by the utility owner, the Architect/ Engineer and the City, and shall indemnify the utility owner, the Architect/Engineer and the City from any liability related to any damaged existing underground installations.

F. Existing underground installations intersecting new underground installations to be installed by the Contractor as part of the Work shall be relocated by the Contractor as necessary at the Contractor's expense in accordance with the Contract Documents.

G. If the Contractor is authorized to relocate existing underground installations, and such relocation is determined by the Architect/Engineer and the City to be a change in the Work, the Contractor will be compensated for the relocation pursuant to the applicable portions of the Contract Documents covering changes in the Work.

H. All water/wastewater valves shall be operative and available at all times. Water/wastewater valves shall only be operated by City personnel, unless Contractor's operation of the values is approved in advance by the City. The City requires a minimum of 48 hours' notice of any water valve activity requiring the presence of City personnel. The Contractor shall notify water service customers 48 hours in advance of any water main or water service disruptions.

I. Unless specifically addressed, the following utility companies may have existing underground installations that may conflict with the Work:

1) City of High Point
2) North State Communications
3) Duke Energy
4) Piedmont Natural Gas
5) Spectrum Cable

## 8. Staging Area

The Contractor will select an appropriate staging area for materials and equipment to be used in the Work. With regard to the staging area, the Contractor must:

A. Obtain all required permits.

B. Provide documentation of financial responsibility for the site.

C. Pay all costs associated with obtaining and maintaining the site.

D. Maintain all required safety measures affecting the site.

E. Restore the staging area to the satisfaction of the owner of the staging area promptly upon the Contractor's completion of the Work.

**9. Maintenance of Traffic**

A. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs to maintain the continuous flow of traffic on public roads in the vicinity of the Work.

B. The Contractor shall provide a sufficient number of watchmen and traffic guards and shall take all necessary precautions to maintain the continuous flow of traffic on public roads in the vicinity of the Work.

**10. Permits and Licenses**

A. The Contractor shall procure all permits and licenses required for the Work.

B. Except as otherwise specified in the Contract Documents, the Contractor shall pay all charges, fees and taxes, and give all notices necessary and incidental to the lawful prosecution of Work.

**11. Disposal of Debris**

A. Clearing, grubbing and demolition debris shall be disposed of by means other than burning, in accordance with applicable federal, state and local statutes, rules, regulations and codes.

B. If the Contractor intends to dispose of any debris at the City Sanitary Landfill, the Contractor must coordinate the disposal with the Solid Waste Disposal Division of the City's Public Services Department.

**12. Protection of Public Lands**

A. In the prosecution of the Work within or adjacent to any state or national forest, park, or other public lands, the Contractor shall comply with all regulations of all authorities having jurisdiction over such forest, park or lands, and shall observe all sanitary laws and regulations with respect to the performance of work in public lands.

B. The Contractor shall keep all such areas in an orderly condition, dispose of all refuse, and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of appropriate authorities.

C. The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require its employees and subcontractors, both independently and at the request of forest officials, to do everything within their power to prevent and suppress, and to assist in preventing and suppressing, forest fires and to make every possible effort to notify a forest official at the earliest possible moment of the location and extent of any fire seen.

## 13. Final Inspection

A. Prior to final inspection:

1) All structures must be clear and free of debris, and all valve boxes must be clean, such that a valve wrench can make solid contact with the operating nut prior to final inspection.

2) All miscellaneous brick, mortar, stone, asphalt, concrete or other debris must be removed from the Project and catch basins and must be properly disposed.

3) All hand raking of yards and all seeding, mulching and erosion control must be completed.

4) All meter boxes, cleanouts or other structures must be uncovered and in plain view for final inspection and shall match the surrounding ground elevation.

B. The Contractor will request a final inspection only after the Work has been checked for completion by the Contractor.

C. When the Contractor is ready for final inspection, the Contractor shall inform the Architect/Engineer and the City in writing, and a date will be scheduled for the final inspection.

D. The Architect/Engineer and the City will meet with the Contractor's representative, and they shall make a thorough inspection of the Work. The Contractor shall furnish all labor necessary to open and inspect manholes, catch basins, and valve boxes, and to otherwise allow a thorough inspection of the Work to occur.

E. A list of deficiencies shall be made by the Architect/Engineer and the City within one week of final inspection. The Contractor must correct deficiencies prior to the acceptance of the Work by the Architect/Engineer and the City. The Contractor shall complete deficiencies within 30 days of the Contractor's receipt of the list of deficiencies, unless otherwise approved by the Architect/Engineer and the City.

## 14. International Home Furnishings Market

A. The International Home Furnishings Market is held in High Point in April and October.

B. During the International Home Furnishings Market, the Contractor shall perform no work in the City's Central Business District, unless required due to an emergency or otherwise approved in advance by the Architect/Engineer and/or the City.

**15. Standard Specifications**

A. The City of High Point Standard Specifications and Standard Drawings for City Construction shall apply to the Work, as appropriate.

B. The January 2018 edition of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation shall apply to the Work, as appropriate.

C. Whenever the following terms are used in the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, January 2018 edition, in any of the Contract Documents, the intended meaning of such terms shall be as follows:

- "State" or "Commission" shall be replaced by "City of High Point".
- "North Carolina Department of Transportation" shall be replaced by "City of High Point".
- "Architect" shall be replaced by the word "Architect", in which context it shall mean the duly authorized Architect, assistant, or representative acting within the scope of the duties assigned to him or of the authority given him by the City Manager.
- "Sampling and testing by Commission" shall be replaced by the words "Sampling and testing by the City or its authorized testing agent".
- "Inspection by Commission" shall be replaced by "Inspection by City or its duly authorized representative".
- "Department of Central Engineering" or "Engineering Department" or "Central Engineering Department" shall be replaced by "Engineering Services Department" or "Public Services Department".

**16. Work by Others**

A. The following utilities may be relocated and/or adjusted by others:

1) Electric: City of High Point Electric Department.

2) Gas Valves: Piedmont Natural Gas Company.

3) Telephone and Internet Services: North State Telephone Company.

4) Cable Television and Internet Services: Spectrum Cable.

5) Traffic Signals: City of High Point D.O.T.

B. The City will coordinate and expedite work by others with the Work to be performed by the Contractor.

# AFFIDAVIT-MINORITY PARTICIPATION CONSTRUCTION CONTRACTS ($30,000-$300,000)

The City of High Point is committed to providing equal opportunities for participation in all aspects of the City of High Point contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of High Point. The Purchasing Division actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

**(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)**

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder. Apparent low bidder shall submit this affidavit even if there is **no** minority participation. Contract shall be awarded upon receipt of affidavit.

## Portion of the Work to be performed by Minority Firms

Kemp Construction Inc I do hereby certify that on the
(Name of Bidder)

Vacuum Tank Replacement
(Project Name)

Project ID# 9004-101822 Amount of Bid $ 139,195.00

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.

Attach additional sheets if required

| Name and Phone Number | Minority Category | Work Description | Dollar Value |
|---|---|---|---|
| None | | | |
| | | | |
| | | | |
| | | | |

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

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

Date: 12.9.22 Name of Authorized Officer: Luther K Kemp

Signature: [signature]

Title: Vice-President

## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the City of High Point)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information to substantiate qualifications.

1. Corporate name of the Bidder. Kemp Construction Inc.

2. Main office permanent address. 2217 Lynmore Dr, Sherrills Ford, NC 28673

3. Date of Corporate organization or incorporation. 1985

4. How many years has the firm been engaged in the construction business under the present corporate or trade name? 37 years

5. Current contracts: Produce a schedule showing the amount of each contract and the approximate dates of completion. NA

6. General character of work performed by the firm. Water / Wastewater work

7. Has the company failed to complete any contract awarded to it? NO

8. Has the company ever defaulted on a contract awarded to it? NO
   If so, what type of contract, when, and what was the reason for the default? NA

9. Supply a listing of the more significant projects recently completed by the company. State the approximate monetary amount of each and month/year completed. Furnished upon request

10. List the company's major equipment available for use on this project. NA

11. List the firm's experience in construction work similar in nature and complexity to the project being bid. See attached

12. Background experience of the supervisors and principal personnel of the organization including officers. 100+ years combined experience

13. Approximate credit availability: $ 2,000,000.00

14. Banking reference: Peoples Bank 828.478.3050

DocuSign Envelope ID: 88C8E8EB-8EB6-429C-A6DD-0AF03A495042

BIDDER'S EQUIPMENT LIST

BID NUMBER: 9004-101822 DATE: 10-18-22

| EQUIPMENT TYPE | MAKE & MODEL | MODEL YEAR |
|---|---|---|
| SOLENOIDS | ASCO | |
| VACUUM TANK | | |
| GAUGES | ASHCROFT | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach Additional Sheets if Necessary

Company Name Kemp Construction Inc | Signature

# CITY OF HIGH POINT
# AGENDA ITEM

**Title: Equipment for Surplus**
**From:** Kevin Rogers, Fleet Director

**Public Hearing:** N/A

**Attachments:** Formal Bid Recommendation

**Meeting Date:** December 5, 2022
**Advertising Date /** N/A
**Advertised By:** N/A

---

**PURPOSE**:
The Landfill Operations Division has several pieces of equipment that need to be disposed of through the online auction process. This equipment was either purchased for parts or is no longer needed for spare units. The Landfill Division has identified the following equipment:

2006 Caterpillar D7R II Dozer
2006 Caterpillar 325DL Excavator
2008 CMI Terex TC550 Compactor
2011 CMI Terex TC550 Compactor
2005 CMI Terex 390E Compactor

**BACKGROUND:**
The Landfill Operations Division was using the identified equipment as either spare units or for parts and they are no longer needed. Fleet Services would like to deem the equipment as surplus and sell them through the online auction process.

**BUDGET IMPACT**:
Revenue will be captured in the 2022-23 budget.

**RECOMMENDATION / ACTION REQUESTED:**
The Fleet Services Department recommends deeming the identified equipment as surplus and sell them through the online auction process.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

**FORMAL BID RECOMMENDATION**
**REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL BUDGETED AMOUNT | | | | |

DEPARTMENT HEAD: DATE:

**The Purchasing Division concurs with recommendation submitted by the ______ and recommends award to the lowest responsible, responsive bidder ______ in the amount of $ ______.**

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

# CITY OF HIGH POINT
## AGENDA ITEM

**Title: Contract to construct homes for the Cedrow Affordable Housing Project**

**From:** Thanena S. Wilson, Interim Director

**Meeting Date:** 12/1/2022

**Public Hearing:** N/A

**Advertising Date:** N/A

**Advertised By:**

**Attachments:** Income Limit Table
Site Plan
House Designs

---

**PURPOSE**:

The Community Development and Housing Department proposes to execute a contract with Community Housing Solutions (CHS) in the amount of $1,486,888.56 to construct six affordable homes in the Cedrow Affordable Housing Project. Construction is expected to begin after January 1st. CHS has been a Community Housing Development Organization (CHDO) with the City of High Point since 2015. Since that time, they have constructed and sold 11 homes in the Southside and Cedrow communities.

**BACKGROUND**:

A CHDO is a private nonprofit, community-based service organization whose primary purpose is to provide and develop decent, safe, and affordable housing for the community it serves. CHS has met HUD requirements for designation as a CHDO based on their mission, housing development experience, and governing board composition, and has therefore been certified by the department. In addition to meeting CHDO requirements, CHS has demonstrated the organizational capacity and willingness to be a valued partner to the City of High Point as we work together to build much needed affordable housing in our community.

**BUDGET IMPACT**:

The funding source for this project will be federal HOME funds and there are sufficient funds in the FY2022-23 budget.

**RECOMMENDATION / ACTION REQUESTED:**

The Community Development and Housing Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.

# CITY OF HIGH POINT

**COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT**

## 2022 INCOME LIMITS & FAIR MARKET RENTS

| 2022 INCOME LIMITS | | | | |
|---|---|---|---|---|
| PERSONS IN HOUSEHOLD | EXTREMELY LOW INCOME 30% MEDIAN | VERY LOW INCOME 50%MEDIAN | LOW INCOME 80% MEDIAN | AREA MEDIAN INCOME |
| 1 | $15,350 | $25,550 | $40,900 | $51,100 |
| 2 | $18,310 | $29,200 | $46,750 | $58,400 |
| 3 | $23,030 | $32,850 | $52,600 | $65,700 |
| 4 | $27,750 | $36,500 | $58,400 | $73,000 |
| 5 | $32,470 | $39,450 | $63,100 | $78,900 |
| 6 | $37,190 | $42,350 | $67,750 | $84,600 |
| 7 | $41,910 | $45,300 | $72,450 | $90,600 |
| 8 | $46,630 | $48,200 | $77,100 | $96,400 |

**Effective: April 18, 2022 (Source: HUD)**

**2022 HOME Median Family Income in High Point is $73,000**

| FAIR MARKET RENTS | |
|---|---|
| Efficiency | $810 |
| 1 bedroom | $836 |
| 2 bedroom | $952 |
| 3 bedroom | $1,243 |
| 4 bedroom | $1,424 |

**(Source: Federal Register)**

April 2022

# CEDROW DRIVE PROJECT

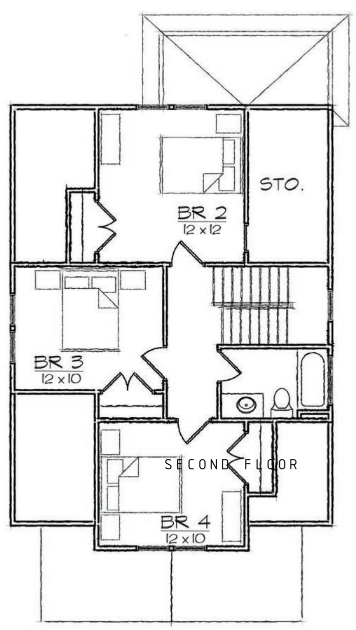
TightLines Designs
creating great places to live

# Austin III

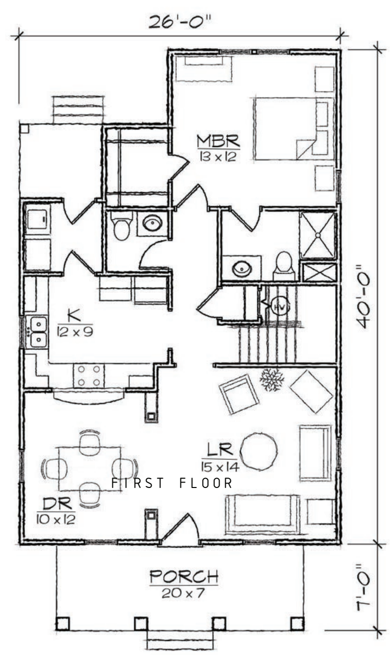
This one and one half story bungalow style home of 1489 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of four bedrooms, two full bathrooms, a powder room, a laundry/mud room and an L-shaped kitchen with a breakfast bar that opens to the dining room. In addition to three bedrooms and a full bathroom, the second floor contains abundant, easily accessible storage.

The Arts and Crafts inspired exterior offers a front gabled roof and covered front and rear porches. At 26 ft in width, it is ideally suited for a narrow lot.

*Modifications available upon request.*




SECOND FLOOR




FIRST FLOOR

## Specifications

| | | |
|---|---|---|
| bedrooms: **4** | square footage: **1489** | roof pitch: **12/12** |
| bathrooms: **2.5** | 1st floor ceiling: **9'** | width: **26'** |
| stories: **2** | 2nd floor ceiling: **8'** | depth: **47'** |

1510 Kingsway Drive

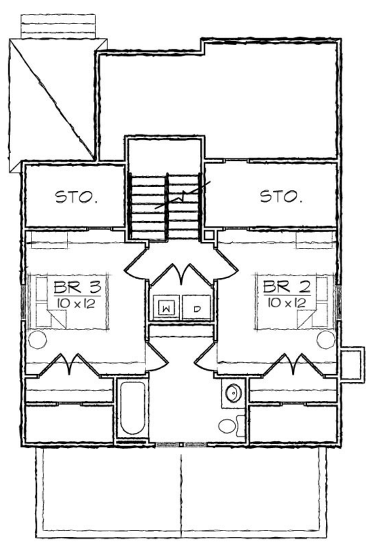
TightLines Designs
creating great places to live

# Bentley II

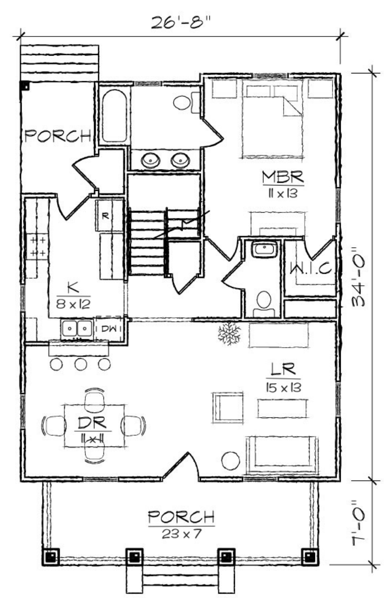
This one and one half bungalow style home of 1250 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of three bedrooms, two and a half bathrooms, a laundry room, and an L-shaped galley kitchen with a breakfast bar that opens to the dining room. The second floor offers two bedrooms, a shared full bathroom, the laundry area, and abundant easily accessible storage.

The Arts and Crafts inspired exterior offers a side to side gabled roof and a front shed dormer, a gabled front porch roof, covered rear porch, and exterior storage room. At 26'-8" it is ideally suited for a narrow lot.

*Also available: Bentley I, Bentley III.*
*Modifications available upon request.*




SECOND FLOOR




FIRST FLOOR

## Specifications

| | | |
|---|---|---|
| bedrooms: **3** | square footage: **1250** | roof pitch: **9/12** |
| bathrooms: **2.5** | 1st floor ceiling: **9'** | width: **26' 8"** |
| stories: **2** | 2nd floor ceiling: **8'** | depth: **41'** |

TightLines Designs
creating great places to live

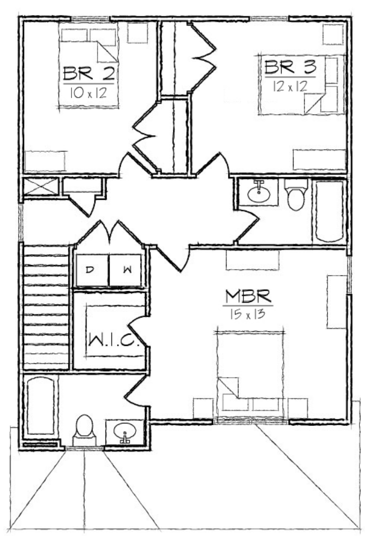
# Fisher III

This two story turn of the centurystyle house of 1483 square feet features a large open living and dining area, spacious kitchen, and a private master bedroom suite.

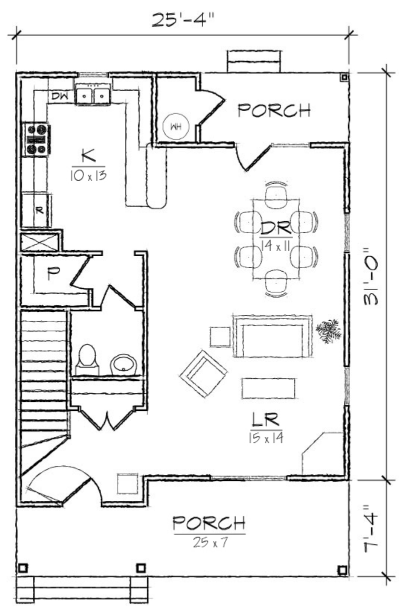
The plan includes a total of three bedrooms, two full bathrooms, a powder room, a laundry room, and a U-shaped kitchen with a breakfast bar that opens to the dining room.

The Queen Anne inspired exterior offers a hip roof, a full front porch with a hip roof and gabled entry, covered rear porch, and exterior storage room. At 25'4" in width, it is ideally suited for a narrow lot.

*Also available: Fisher I, Fisher II.*
*Modifications available upon request.*




SECOND FLOOR




FIRST FLOOR

## Specifications

| | | |
|---|---|---|
| bedrooms: **3** | square footage: **1483** | roof pitch: **8/12** |
| bathrooms: **2.5** | 1st floor ceiling: **9'** | width: **25' 4"** |
| stories: **2** | 2nd floor ceiling: **8'** | depth: **38' 4"** |

TightLines Designs
creating great places to live

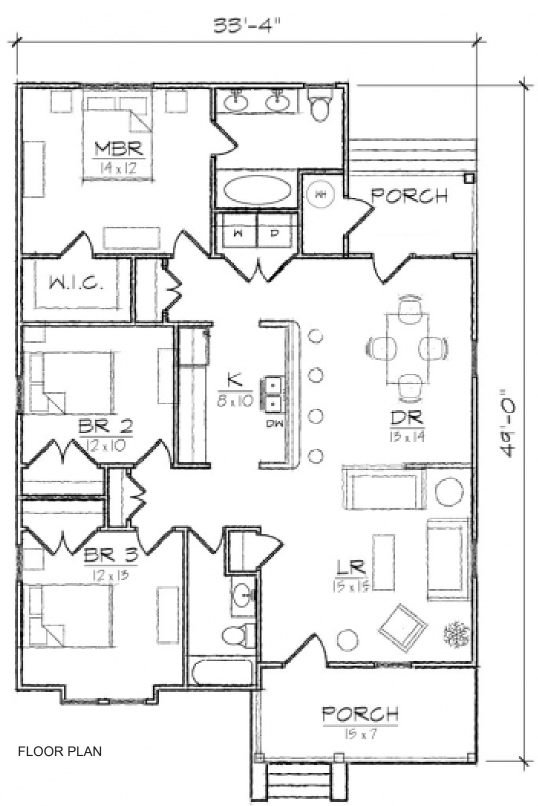

# Carlisle II

This single story bungalow style house of 1311 square feet features a dramatic large open vaulted living and dining room area and a private master bedroom suite located in the rear.

The plan includes a total of three bedrooms, two full bathrooms, a laundry area, and a centralized galley kitchen that opens to the dining and living areas.

The Arts and Crafts inspired exterior offers a double gabled roof, projecting front bay, covered front and rear porches, and exterior storage room.

*Also available: Carlisle 2BR, Carlisle I, Carlisle III.*
*Modifications available upon request.*




FLOOR PLAN

## Specifications

| | | |
|---|---|---|
| bedrooms: **3** | square footage: **1311** | roof pitch: **8/12** |
| bathrooms: **2** | 1st floor ceiling: **9'** | width: **33' 4"** |
| stories: **1** | | depth: **49'** |

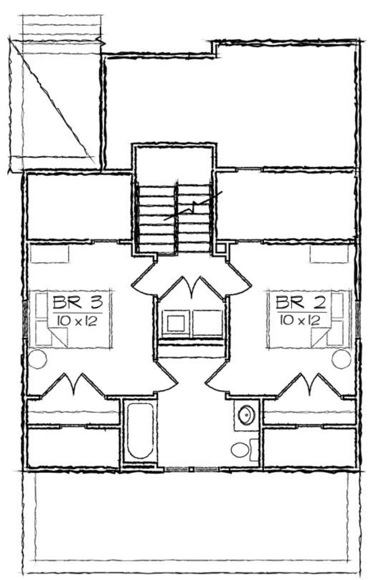
TightLines Designs
creating great places to live


# Bailey II

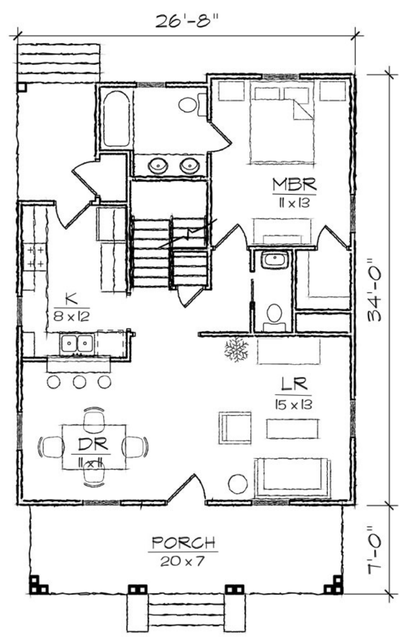
This one and one half story bungalow style home of 1250 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of three bedrooms, two and a half bathrooms, and an L-shaped galley kitchen with a breakfast bar that opens to the dining room. The second floor offers two bedrooms, a shared bathroom, the laundry area, and abundant easily accessible storage.

The Arts and Crafts inspired exterior offers a side to side gabled roof and a front gabled dormer, covered front and rear porches, and exterior storage room. At 26'-8" it is ideally suited for a narrow lot.

*Also available: Bailey I, Bailey III.*
*Modifications available upon request.*




SECOND FLOOR




FIRST FLOOR

## Specifications

| | | |
|---|---|---|
| bedrooms: **3** | square footage: **1250** | roof pitch: **9/12** |
| bathrooms: **2.5** | 1st floor ceiling: **9'** | width: **26' 8"** |
| stories: **2** | 2nd floor ceiling: **8'** | depth: **41'** |

www.tightlinesdesigns.com ▪ 19 West Hargett St, Suite 501, Raleigh NC, 27601 ▪ 919.834.3600

# CONTRACT AGREEMENT

**THIS AGREEMENT** made this **6th** day of **December, 2023** by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, NC 27260 ("City"); and **CHILDERS CONCRETE COMPANY, INC.**, a domestic corporation authorized to do business in North Carolina, with a principal place of business of 200 Wise Avenue, High Point, North Carolina, 27260, for itself and it successors and assigns ("Vendor").

WITNESSETH, that the Vendor and the City, for the consideration stated herein, mutually agree as follows:

1. ACCEPTANCE: The Vendor agrees to sell and the City agrees to purchase **Concrete** for the City of High Point as described in the specifications and made part of this contract, Bid #**18-101122** and made part of this contract, in accordance with the terms and conditions listed in this bid.

2. DELIVERY: The concrete shall be ready for delivery between **1-5 days** after the receipt of order from the department.

3. SPECIFICATIONS: The Vendor agrees that all material(s) and workmanship in and about this contract shall comply with the specifications. In the event of any conflict between the City's specifications and the Vendor's proposal, Bid #**18-101122** will prevail.

4. PRICE: The City shall pay, as a purchase price for the **City-Wide Concrete**, as priced per item in Bid #**18-101122** for the **total amount not to exceed $153,037.50**.

5. TERMS OF PAYMENT: Net 30 Days

This contract is for a one-year period to begin **January 1, 2023,** and end **December 31, 2023**. All terms and conditions of Bid #**18-101122** apply to this contract award as if attached hereto. This contract may be renewed for four (4) additional one-year periods if terms and pricing are agreeable to both parties.

This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Vendor has authority to make any representations, statements, warranties, or agreements not herein expressed, and all modifications of amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

E-Verify. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that have 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify. The Service Provider will be required to submit the completed E-Verify affidavit at execution of this contract.

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

**************************

I, Mitchell Childers Jr (the individual attesting below), being duly authorized by and on behalf of Childers Concrete Company (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 15 day of December, 2022.

Mitchell Childers Jr
Signature of Affiant
Print or Type Name: Mitchell Childers, Jr

State of NC County of Davidson

Signed and sworn to (or affirmed) before me, this the 15

day of December, 2022

My Commission Expires:
March 30, 2027 Timothy D. McDaniel
Notary Public

(Affix Official/Notarial Seal)

TIMOTHY D. MCDANIEL
NOTARY
PUBLIC
DAVIDSON COUNTY, NC

***Signature Page***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

**CHILDERS CONCRETE COMPANY, INC.**
*Vendor*

By: Mitchell Childers
*Authorized Signature*

Mitchell Childers Jr
*Name above (Typed or Printed)*

President
*Title*

200 Wise Ave
*Street Address*

High Point NC 27260
*City/State*

---

*ATTEST*

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the 15 day of December, 2022

Company Name Childers Concrete Co
*Corporate Name*

(SEAL)

Attest: Kelly C Vickers
*Secretary (Signature)*

---

STATE OF NC

COUNTY OF Davidson

I, Timothy D. McDaniel, a Notary Public of the County and State aforesaid, certify that Kelly Vickers personally came before me this day and acknowledge that he/she is the Secretary **CHILDERS CONCRETE COMPANY, INC.**, a corporation organized in the state of North Carolina and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

WITNESS my hand an official seal or stamp, this the 15 day of December, 2022

Timothy D. McDaniel (Notary Public)

(SEAL/STAMP) TIMOTHY D. MCDANIEL NOTARY PUBLIC DAVIDSON COUNTY, NC

My Commission Expires: March 30, 2027

---

DS

DocuSigned by:

**CITY OF HIGH POINT, NORTH CAROLINA**
*The City*

P O Box 230, High Point, NC 27261
*Address*

DocuSigned by:
Sandra Keeney
5BCEB919F16D419...
*Sandra R. Keeney, City Clerk*
12/27/2022 | 08:35:51 EST

By: DocuSigned by:
Tasha Logan Ford
F699C7423A3645A...
*Tasha Logan-Ford, City Manager*
12/23/2022 | 19:30:20 EST

## APPROVAL BY CITY ATTORNEY

Approved as to form:

DocuSigned by:
JoAnne Carlyle
E6032A9811AF46A...
*JoAnne L. Carlyle, City Attorney*

Date: 12/22/2022 | 08:44:09 EST

## APPROVAL BY FINANCE OFFICER

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

DocuSigned by:
Bobby Fitzjohn
385F1C88F40E4DB...
*Bobby D. Fitzjohn, Director of Financial Services*

Date: 12/22/2022 | 08:34:19 EST

# CITY OF HIGH POINT CONTRACT ROUTING SLIP

☐ Construction Project ☐ On Call Services ☐ Agreement for Services

☑ Annual Contracts ☐ Amendment ☐ Other: ________________

**Department** Public Service

**Project Name** City-Wide Concrete (Secondary)

**Amount of Contract** $153,037.50

**Vendor Name** Childers Concrete Company

**Bid # Reference** (If applicable) 18-101122

**Date Contracts Received**

**Council Approval Date** (If applicable) 12/5/22

**Notes:**

| ACCOUNTING UNIT | ACCOUNT |
|---|---|
| 101721 | 526101 |
| | |
| | |
| | |

## Please Return Fully Executed Contracts to:

Purchasing Department

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

# Business Corporation

**Legal Name**
Childers Concrete Company

## Information

**SosId:** 0027977
**Status:** Current-Active ⓘ
**Date Formed:** 1/13/1961
**Citizenship:** Domestic
**Fiscal Month:** October
**Annual Report Due Date:** February 15th
**Annual Report Status:** Current
**Registered Agent:** Childers, Mitchell L, Jr

## Addresses

| Mailing | Principal Office | Reg Office | Reg Mailing |
|---|---|---|---|
| 200 Wise Ave<br>High Point, NC 27260 | 200 Wise Ave<br>High Point, NC 27260 | 200 Wise Ave<br>High Point, NC 27260 | 200 Wise Ave<br>High Point, NC 27260 |

## Officers

| President | Vice President |
|---|---|
| Mitchell L Childers , JR.<br>200 Wise Ave.<br>High Point NC 27260 | Kenneth Nance<br>200 Wise Ave.<br>High Point NC 27260 |

## Stock

**Class:** COMMON

**Shares:** 100000

**Par Value** 1

# CITY OF HIGH POINT
## AGENDA ITEM

**Title: Chemical Contract - Sodium Hypochlorite**

**From:** Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

**Meeting Date:** December 5, 2022

**Public Hearing:** No

**Advertising Date:**
**Advertised By:** N/A

**Attachments:** Attachment A – Bid Tabulation

---

**PURPOSE**:
This chemical product is used at the City's water and wastewater treatment facilities for treatment processes.

**BACKGROUND**:
Sodium Hypochlorite is used for the disinfection of drinking water at the water plant and for odor control at the wastewater treatment plants. This contract is for the supply of Sodium Hypochlorite to each of the following plants:
Ward Water Treatment Plant (WTP)
Eastside Wastewater Treatment Plant (WWTP)
Westside Wastewater Treatment Plant (WWTP)
Bids for Sodium Hypochlorite were received on November 17, 2022. Oltrin Solutions / Trinity Manufacturing Inc. was the lowest responsive bidder at $1.95/gallon.

**BUDGET IMPACT:**
Funds for this project are available in the FY 2022-2023 budget.

**RECOMMENDATION / ACTION REQUESTED:**
The Public Services Department recommends awarding the contract to Oltrin Solutions / Trinity Manufacturing Inc. in the amount of $437,580. The contract will be awarded for a one-year period beginning January 1, 2023 and ending December 31, 2023, with the option to renew for four additional one (1) year periods if terms and pricing are agreeable to both parties. Oltrin Solutions was not the low bid. JCI Jones Chemicals was the low bid by one penny per a gallon, however they were not able to guarantee the price for a year.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

**FORMAL BID RECOMMENDATION**
**REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Public Services Department

COUNCIL AGENDA DATE: December 5, 2022

BID NO.: 21-111722 CONTRACT NO.: NA DATE OPENED: November 17, 2022

DESCRIPTION:

The one-year contract is for the purchase of Sodium Hypochlorite for the Ward Water Plant, Eastside WWTP and Westside WWTP.

PURPOSE:

Sodium Hypochlorite is used for the disinfection of drinking water at the water plant and for odor control at the wastewater treatment plants.

COMMENTS:

RECOMMEND AWARD TO: Oltrin Solutions/Trinity Mfg. AMOUNT: $437,580

JUSTIFICATION:

Lowest Responsive Bidder

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| 621752 | 526103 | | | $147,225 |
| 621753 | 526103 | | | $18,330 |
| 621758 | 526103 | | | $272,025 |
| | | | | |
| TOTAL BUDGETED AMOUNT | | | | $437,580 |

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2022.11.22 11:20:05 -05'00' DATE: 11-22-2022

**The Purchasing Division concurs with recommendation submitted by the** Public Services **and recommends award to the lowest responsible, responsive bidder** Oltrin/Trinity **in the amount of $** 437,580.

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti Date: 2022.11.28 09:07:47 -05'00' DATE: 11-28-2022

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2022.11.29 08:15:17 -05'00' DATE: 11-29-22

CITY MANAGER: DATE:

**Bid Summary**
**City of High Point, North Carolina**
**Sodium Hypochlorite**
**Bid 21-111722 Sodium Hypochlorite**

| Contractor | Delivery Days | Proposal Form | Unit Price | Total Bid |
|---|---|---|---|---|
| Oltin Solutions/Trinity Manufacturing | 5-7 Days | Yes | $1.95 | $437,580.00 |
| JCI Jonces Chemicals | 3-5 Days | Yes | $1.94 | $435,762.30 |

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

# CONTRACT AGREEMENT

**THIS AGREEMENT** made this 6th day of December, 2022 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, NC 27260 ("City"); and **Oltrin Solutions/Trinity Manufacturing Inc.**, a domestic corporation authorized to do business in North Carolina, with a principal place of business of *11 E.V.Hogan Drive, Hamlet, NC, 28345*, for itself and it successors and assigns ("Vendor").

WITNESSETH, that the Vendor and the City, for the consideration stated herein, mutually agree as follows:

1. ACCEPTANCE: The Vendor agrees to sell and the City agrees to purchase **Liquid Sodium Hypochlorite Bleach** for the City of High Point as described in the specifications and made part of this contract, Bid #**21-111722** and made part of this contract, in accordance with the terms and conditions listed in this bid.

2. DELIVERY: The chemicals shall be ready for delivery between **5-7 days** after the receipt of order from the department.

3. SPECIFICATIONS: The Vendor agrees that all material(s) and workmanship in and about this contract shall comply with the specifications. In the event of any conflict between the City's specifications and the Vendor's proposal, Bid #**21-111722** will prevail.

4. PRICE: The City shall pay, as a purchase price for the **Liquid Sodium Hypochlorite Bleach**, the sum of $**1.95** per gallon as priced per item in Bid #21-111722 for the **total amount of $437,580.00**.

5. TERMS OF PAYMENT: Net 30 Days

This contract is for a **one-year** period to begin **January 1, 2023** and end **December 31, 2023**. All terms and conditions of Bid **#21-111722** apply to this contract award as if attached hereto. This contract may be renewed for **four (4) additional one-year** periods if terms and pricing are agreeable to both parties.

This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Vendor has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications of amendments of this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

E-Verify. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that have 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify. The Service Provider will be required to submit the completed E-Verify affidavit at execution of this contract.

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

*************************

I, Shannon C. Pate (the individual attesting below), being duly authorized by and on behalf of Trinity Manufacturing (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 9 day of December, 2022.

Shannon C. Pate
Signature of Affiant
Print or Type Name: Shannon C. Pate

State of North Carolina County of Richmond

Signed and sworn to (or affirmed) before me, this the 9th

day of December, 2022.

My Commission Expires:

11-14-2025 Maria V. Messer
Notary Public

(Affix Official/Notarial Seal)

MARIA V MESSER
NOTARY
PUBLIC
RICHMOND COUNTY, NC

*Signature Page*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

**Oltrin Solutions/Trinity Manufacturing Inc.**
*Vendor*

By: Larry Oxford
*Authorized Signature*

Larry Oxford
*Name above (Typed or Printed)*

V.P. Sales and Operations Planning
*Title*

11 EV Hogan Dr.
*Street Address*

Hamlet, NC 28345
*City/State*

ATTEST

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its V.P. Sales & Operations Planning and attested by its ~~Secretary~~ EVP this the 19TH day of December, 2022

TRINITY MANUFACTURING, INC. CORPORATE SEAL 1989 DELAWARE

**Oltrin Solutions/Trinity Manufacturing Inc.**
*Corporate Name*

Attest: ______________________
~~Secretary~~ (Signature) Executive V.P.

STATE OF North Carolina

COUNTY OF Richmond

I, Maria V. Messer, a Notary Public of the County and State aforesaid, certify that Daryl Mitzel personally came before me this day and acknowledge that he/she is the ~~Secretary~~ Executive V.P. of **Oltrin Solutions/Trinity Manufacturing Inc.**, a corporation organized in the state of **North Carolina** and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive V.P., sealed with its corporate seal and attested by him/her as its ~~Secretary~~ Executive V.P.

WITNESS my hand an official seal or stamp, this the 19th day of December, 2022.

Maria V. Messer (Notary Public)

My Commission Expires: 11-14-2025

MARIA V MESSER NOTARY PUBLIC RICHMOND COUNTY, NC

DS

CITY OF HIGH POINT, NORTH CAROLINA
*The City*

DocuSigned by:

P O Box 230, High Point, NC 27261
*Address*

DocuSigned by:
Sandra Keeney
5BCEB919F16D419...
*Sandra R. Keeney, City Clerk*
12/27/2022 | 08:37:26 EST

By: DocuSigned by:
Tasha Logan Ford
F699C7423A3645A...
*Tasha Logan Ford, City Manager*
12/23/2022 | 19:30:58 EST

**APPROVAL BY CITY ATTORNEY**

Approved as to form:

DocuSigned by:
JoAnne Carlyle
E6032A9811AF46A...
*JoAnne L. Carlyle, City Attorney*

Date: 12/22/2022 | 08:44:58 EST

**APPROVAL BY FINANCE OFFICER**

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

DocuSigned by:
Bobby Fitzjohn
385F1C88F40E4DB...
*Bobby D. Fitzjohn, Director of Financial Services*

Date: 12/22/2022 | 08:28:42 EST

# CITY OF HIGH POINT CONTRACT ROUTING SLIP

☐ Construction Project
☐ On Call Services
☐ Agreement for Services
☑ Annual Contracts
☐ Amendment
☐ Other: ________________

**Department**: Public Service

**Project Name**: Sodium Hypochlorite Bleach-Ward WWTP

**Amount of Contract**: $437,580.00

**Vendor Name**: Oltrin Solutions/Trinity Manufacturing Inc.

**Bid # Reference** (If applicable): 21-111722

**Date Contracts Received**:

**Council Approval Date** (If applicable): 12/5/22

**Notes:**

| ACCOUNTING UNIT | ACCOUNT |
|---|---|
| 621752 | 526103 |
| 621753 | 526103 |
| 621758 | 526103 |
| | |

## Please Return Fully Executed Contracts to:

Purchasing Department

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

# Limited Liability Company

**Legal Name**
OLTRIN Solutions, LLC

## Information

**SosId:** 1012961
**Status:** Current-Active ⓘ
**Date Formed:** 11/20/2007
**Citizenship:** Foreign
**State of Incorporation:** DE
**Annual Report Due Date:** April 15th
**Annual Report Status:** Current
**Registered Agent:** CT Corporation System

## Addresses

| Principal Office | Reg Office | Reg Mailing | Mailing |
|---|---|---|---|
| 11 E.V. Hogan Drive<br>Hamlet, NC 28345 | 160 Mine Lake Ct Ste 200<br>Raleigh, NC 27615 | 160 Mine Lake Ct Ste 200<br>Raleigh, NC 27615 | PO Box 1519<br>Hamlet, NC 28345 |

## Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

**Managing Member**
Trinity Manufacturing, Inc.
PO Box 1519
Hamlet NC 28345

# CITY OF HIGH POINT
# AGENDA ITEM

**Title: Change Order No. 2, Upper Piedmont Lake Dredging and Dam Maintenance, KBS Earthworks Inc.**

**From:** Robby Stone – Public Services Director
**Meeting Date:** November 21, 2022
**Public Hearing:** N/A
**Advertising Date:** N/A
**Advertised By:** N/A

**Attachments:** Attachment A – Exhibit Map
Attachment B – Change Order documents

---

**PURPOSE**:
To approve Change Order Number 2 in the amount of $119,496.00 which is for removal of approximately 1,300 cubic yards of additional sediment from the Upper Piedmont Lake. This will restore the stormwater storage and collection capacity within the Upper Piedmont Lake to its original design.

**BACKGROUND**:
This project is currently under construction and was awarded to KBS Construction Inc. during the August 15, 2022, City Council in the amount of $384,377.50. The Piedmont Lake and Upper Piedmont Lake Dam system was constructed in 1993. The linear system of lakes was designed to perform as stormwater retention and as water quality devices for the City of High Point. The Upper Piedmont Lake is within the Deep River Tributary. It receives water from three streams and collects the sediment before it reaches the larger downstream lake systems.

City Staff approved Change Order Number 1 which re-directed the disposal of lake sediment from the Kersey Valley Landfill to the Kearns Street Land Clearing and Inert Debris disposal site. The amount for this Change Order was $67,827.37.

Schnabel Engineering serves as the consulting engineer for this project. Approximately 2,200 cubic yards of sediment has been removed thus far. Piedmont Lake's water elevation has been lowered approximately 6.0' to allow for sediment removal.

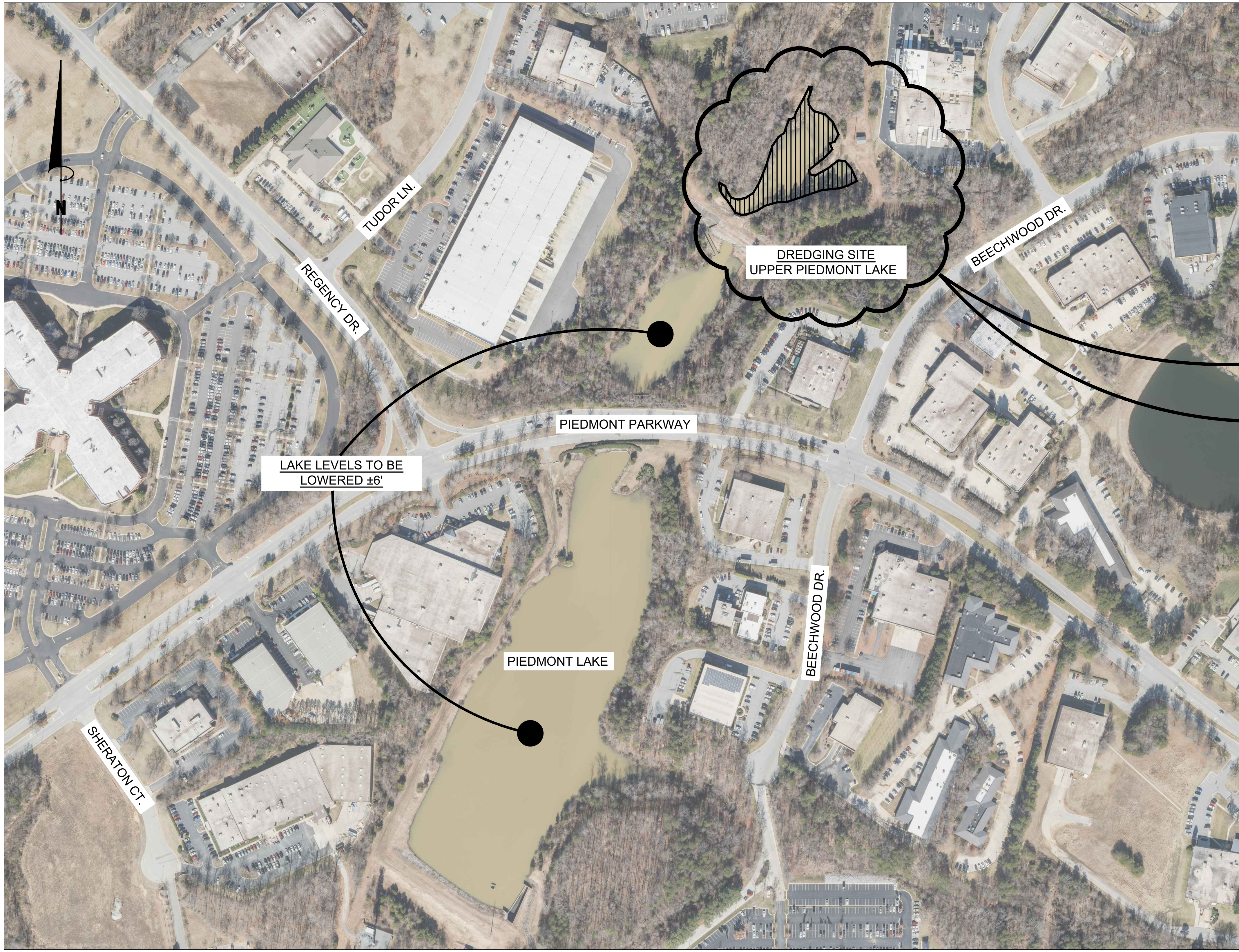
**BUDGET IMPACT**:
Funds for this project are available in the FY 2022-2023 budget

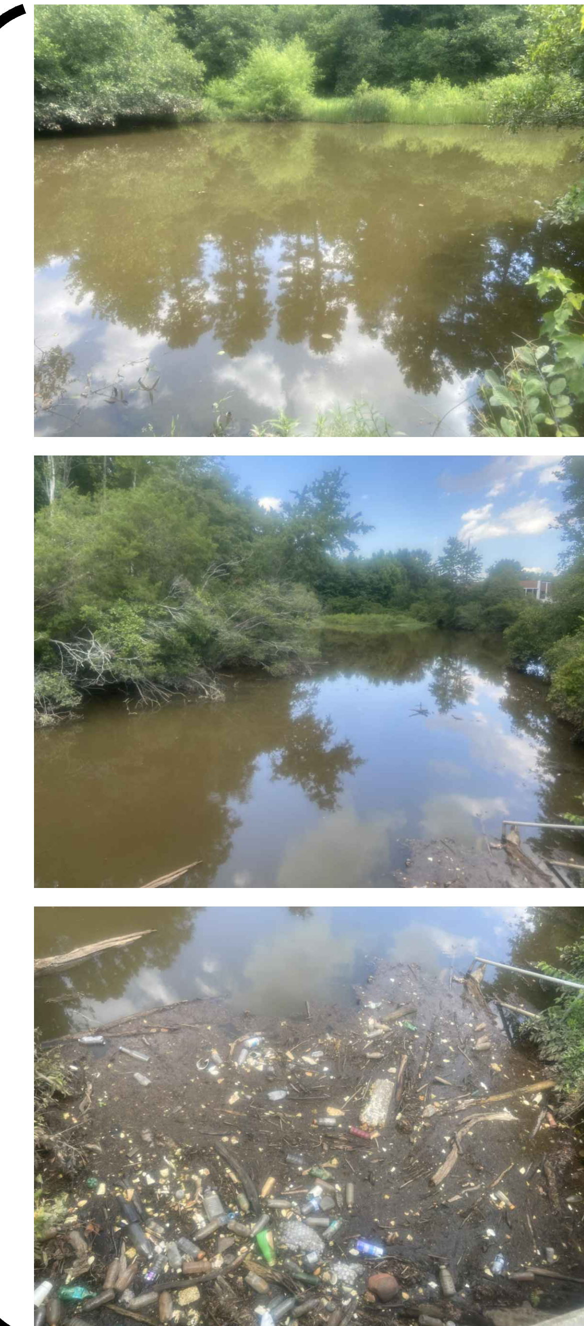
**RECOMMENDATION / ACTION REQUESTED:**
Public Services is recommending that Council approve Change Order No. 2 to KBS Earthworks Inc. in the amount of $119,496.00. This cost includes removal of approximately 1,300 cubic yards of additional sediment from the Upper Piedmont Lake. Upon approval of Change Order No. 2, the new contract amount will be increased to $571,700.87.

Sediment Removal in Upper Piedmont Lake, October 28, 2022

Sediment Removal in Upper Piedmont Lake, October 28, 2022

Sediment Removal in Upper Piedmont Lake, November 8, 2022



NOTES

1. NOTIFY THE PUBLIC SERVICES DEPARTMENT AT 336-883-3166/3215 WITH ANY QUESTIONS.

300 0 300 600 900

Scale 1" = 300'

CITY OF HIGH POINT
PUBLIC SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

| | |
|---|---|
| JOB NO: | N/A |
| DATE | AUGUST 4, 2022 |
| DESIGNED | CAH |
| DRAWN | CAH |
| CHECKED | . |
| SCALE | AS SHOWN |

| BY | DESCRIPTION | DATE | REV. |
|---|---|---|---|

EXHIBIT MAP FOR

# UPPER PIEDMONT LAKE DREDGING AND DAM MAINTENANCE

NEAR 4239 PIEDMONT PARKWAY – HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO.
1
OF 1

PLOT DATE AND FILE: 8/4/22 Y:\Public Services PROJECTS\9. DAMS\Upper Piedmont Lake Dredging 2022\012 Council Docs\01 CAD Aerial\Aerial Image.dwg

## CHANGE ORDER NO.: 2

| | | | |
|---|---|---|---|
| Owner: | **City of High Point** | Owner's Project No.: | **9002-080422** |
| Engineer: | **Schnabel Engineering** | Engineer's Project No.: | **19C21002.00** |
| Contractor: | **KBS Earthworks Inc.** | Contractor's Project No.: | **N/A** |
| Project: | **High Point Upper Piedmont Dredging** | | |
| Contract Name: | **Upper Piedmont Lake Dredging and Dam Maintenance** | | |
| Date Issued: | **11/7/2022** | Effective Date of Work Change Directive: | **11/7/2022** |

The Contract is modified as follows upon execution of this Change Order:

Description:

**There is a sediment wedge in the upper reservoir that is at designed final grades in the reservoir. This sediment wedge has the potential to migrate downstream during reservoir filling, or rain event and needs to be partially removed. Schnabel has calculated that approximately 1,300 cubic yards, +/- 300 cubic yards of additional sediment should be removed to flatten the wedge out so that it does not migrate downstream.**

**KBS will remove an additional 1,300 cubic yards of sediment from the upper reservoir to flatten the sediment wedge. This work will be added to line item 9 – Removal and Disposal of Lake Sediment on the Contractor Application for Payment, Progress Estimate – Unit Price Work sheet.**

**To date, all quantities removed from the upper reservoir have been based on bucket loads from the long reach excavator dumped into a truck. The final amount of dredged material from the reservoir will be based on survey data comparing the pre dredging surface to the post dredging surface.**

Attachments:

**RFP-003 - Removal of Additional Sediment.pdf**

**Upper Piedmont Lake Dredging-110722-RFP #003 RESPONSE.pdf**

| Change in Contract Price | Change in Contract Times |
|---|---|
| Original Contract Price:<br><br>$ 384,377.50 | Original Contract Times:<br>Substantial Completion: N/A<br>Ready for final payment: November 21, 2022 |
| **Increase** from previously approved Change Orders No. 1 To No. 2<br><br>$ 67,827.37 | **No Change** from previously approved Change Orders No. __ To No. __<br><br>Substantial Completion: N/A<br>Ready for final payment: November 21, 2022 |
| Contract Price prior to this Change Order:<br><br>$ 452,204.87 | Contract Times prior to this Change Order:<br>Substantial Completion: N/A<br>Ready for final payment: November 21, 2022 |
| **Increase** this Change Order:<br><br>$ 119,496.00 | **No Change** this Change Order:<br>Substantial Completion: N/A<br>Ready for final payment: November 21, 2022 |
| Contract Price incorporating this Change Order:<br><br>$ 571,700.87 | Contract Times with all approved Change Orders:<br>Substantial Completion: N/A<br>Ready for final payment: November 21, 2022 |

| | Recommended by Engineer (if required) | Authorized by Owner |
|---|---|---|
| By: | [signature] | Nobby D. Stone |
| Title: | Project Manager (Schnabel Engineering) | Public Service Director (City of High Point) |
| Date: | 11/7/2022 | 11-7-22 |
| | Authorized by Contractor | Approved by Funding Agency (if applicable) |
| By: | Kory Strader | |
| Title: | President (KBS Earthworks, Inc.) | |
| Date: | 11/7/2022 | |

**Exhibit A**

**Quote Date: November 7, 2022**

**5616 Coble Church Road**
**Julian, NC 27283**
**(336) 362-0289**
**office@kbsearthworks.com**

## Upper Piedmont Lake Dredging & Dam Maintenance

**SE Project No.: 19C21002.000**

**RFP #003 RESPONSE**

## ESTIMATED TOTAL COST: $119,496.00

Quote is good for 30 days from quote date. All pricing reflected includes labor, equipment, materials, and mobilization to perform scope of work, unless noted otherwise below.

**Additional Sediment Removal & Disposal** including:

| | | | | |
|---|---|---|---|---|
| *Removal and Disposal of Lake Sediment | CY | 1,300.0 | $ 91.92 | $119,496.00 |
| | | | **TOTAL** | **$119,496.00** |

*Costs associated with handling this additional material at the LCID facility on Washington Street are covered under Change Order No. 1.

# REQUEST FOR PROPOSAL

| | | | |
|---|---|---|---|
| Project: | High Point Upper Piedmont Dredging | R.F.P. Number: | 003 |
| To: | Chris Sizemore and Kory Strader | From: | Aaron Collins |
| | KBS Earthworks, Inc. | Date: | 11/04/2022 |
| Re: | Removal of Additional Sediment | A/E Project No: | 19C21002.00 |

This Request for Proposal contains a request for work to be performed by the Contractor that may result in a change in the Contract Sum. If the proposal is approved, a Change Order will be issued to address the modifications.

Description of Change:

There is sediment wedge in the reservoir that is shown at designed final grades in the reservoir. This sediment wedge has the potential to migrate downstream during reservoir filling, or rain event and needs to be partially removed. Schnabel has calculated that approximately 1,300 cubic yards, +/- 300 cubic yards of additional sediment should be removed to flatten the wedge out so that it does not migrate downstream.

Submit:

KBS will submit a cost for removal of the additional sediment in the reservoir as described above, as well as costs for operating the equipment for the additional sediment at the LCID. KBS will also provide costs for raising the rock berm to accommodate the additional material at the LCID. KBS will submit a cost breakdown and additional days needed to perform the work.

Reason for Change:

On November 2nd, 2022 during the onsite progress meeting, KBS showed representatives with Schnabel Engineering and The City of High Point that the majority of the dredged material had been moved to the upstream end of the reservoir for removal. KBS showed the participants of the meeting a wedge of sediment in the middle of the reservoir, and explained that the top of the pile shown was the designed final grade in the reservoir. KBS explained that if the pile of sediment is left in place, the wedge of sediment could potentially migrate towards the downstream side of the reservoir during a rain event, or while raising the water level in the dam.

KBS, Schnabel and The City of High Point discussed options for the amount of sediment that should be removed in the reservoir to keep the sediment from migrating to the downstream side of the reservoir. Schnabel was tasked with figuring up volumes for partial removal of the sediment wedge (enough to stay below proposed final grades in the reservoir) and full removal of the sediment wedge to the actual reservoir bottom. Schnabel presented The City of High Point with the total volume of each option. The City of High Point chose partial excavation based on Schnabel's recommendations.

Signed by:

Date: 11/04/2022

# CITY OF HIGH POINT
# AGENDA ITEM

**Title:** Environmental Services Position Reallocation

**From:** Robby Stone – Public Services Director
Melinda King – Asst. Public Services Director

**Public Hearing:** No

**Attachments:** None

**Meeting Date:** December 5, 2022

**Advertising Date:** N/A
**Advertised By:** N/A

---

**PURPOSE**:
To reallocate three (3) part time Environmental Services Worker positions to two (2) full time Environmental Services Special Route Operator positions.

**BACKGROUND**:
Four (4) additional positions (1-supervisor & 3 part time workers) were approved in the FY 22/23 budget. These positions will be charged with downtown weekend work. They will also be of great assistance during the furniture market, various clean up events and other general collection needs. Part time positions are limited to a maximum number of hours worked annually. Once certain hourly thresholds are reached, partial or full benefits are required. Reallocating the part time positions to full time will allow more consistent and ease of scheduling while utilizing non-CDL equipment to meet the needs of downtown and other collection needs. The two full time Special Route Operator positions would be full time but will not require a CDL license. Making this transition on Jan. 1, that gives salary savings for half a year. Having staff that can operate, at a minimum, the small rear packers, will allow us to better provide a wider range and more expeditious services to our customers and community.

**BUDGET IMPACT**:
Two full time Special Route Operator positions are anticipated to have an annual cost of $93,258 which is approximately $1,600 less than salary costs for three part time worker positions (working 1,248 hours/year). No costs associated with these positions has been expended even though the positions were approved in the FY 2022-2023 budget. Funds for this are available in the FY 2022-2023 budget.

**RECOMMENDATION / ACTION REQUESTED:**
The Public Services Department recommends approving this position reallocation as stated above.