



City of High Point

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

Meeting Agenda

City Council

Jay W. Wagner, Mayor

S. Wesley Hudson, Mayor Pro Tem

Britt W. Moore (At Large, Tyrone Johnson (At Large), Cyril Jefferson (Ward 1), Christopher Williams (Ward 2), Monica L. Peters (Ward 3), Victor Jones (Ward 5), and Michael Holmes (Ward 6)

Monday, November 6, 2023

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

[2023-501](#)

Proclamation - Extraordinary Educators 2023

Mayor Wagner will present a proclamation recognizing the 2023 Extraordinary Educators and their contribution to Guilford County Schools.

Attachments: [Proclamation - Extraordinary Educators 2023](#)

[2023-496](#)

Proclamation - Operation Green Light

Mayor Wagner will read a proclamation in support of military veterans and their families.

Attachments: [Proclamation - Operation Green Light 2023](#)

[2023-503](#)

Proclamation - National Apprenticeship Week

Mayor Jay W. Wagner will read a proclamation recognizing the week of November 13 through November 19, 2023 as National Apprenticeship Week.

Attachments: [Proclamation - National Apprenticeship Week](#)

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative

[2023-495](#)

Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

Attachments: [Strategic Plan Update October 2023](#)

PUBLIC COMMENT PERIOD

[2023-494](#)

Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards, and presentations. Our policy states persons may speak on any item not on the agenda.

- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- * Persons addressing City Council are asked to limit their comments to 3 minutes.
- * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

CONSENT AGENDA ITEMS

- C-1** [2023-475](#) Consideration of a Purchase Order Increase with Waste Management City Council is requested to approve a Purchase Order (# 113247) increase from \$49,000 to \$120,000 with Waste Management to cover the additional cost of biosolids disposal and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Waste Management- Disposal of Biosolids](#)
- C-2** [2023-476](#) Consideration of a Sole Source Purchase with Trojan Technologies in the amount of \$61,957.25
City Council is requested to approve a sole source purchase with Trojan Technologies in the amount of \$61,957.25 for the purchase of spare UV parts for the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all documents.
Attachments: [Trojan Technologies - Sole Source Purchase](#)
- C-3** [2023-477](#) Consideration of a Sole Source Purchase of Eight (8) Haigh Quick Change Grinder Cartridges Assemblies from Clear Water Inc.
City Council is requested to approve Clear Water Inc. as a sole source vendor for the purchase of eight (8) Haigh Quick Change Grinder Cartridge Assemblies in the amount of \$62,888 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Haigh Quick Change Grinder Cartridge Assemblies - Clear Water Inc.](#)
- C-4** [2023-479](#) Consideration of a Resolution to Acknowledge the City's Acceptance of

Maintenance Responsibilities for the Listed Road Segment to be Abandoned by the North Carolina Department of Transportation
City Council is requested to approve a Resolution acknowledging the City's acceptance of maintenance responsibilities and request the North Carolina Department of Transportation abandon a portion of Kersey Valley Road.

Attachments: [Kersey Valley Road Ownership Transfer](#)

- C-5** [2023-487](#) Consideration of Change Order Number 2 to Harper General Contractors for the Westside WWTP Sludge Dewatering System Improvement Project
City Council is requested to approve Change Order Number 2 to Harper General Contractors in the amount of \$250,357.01, a 34-day extension to the contract end date, and authorize the appropriate City Official(s) to execute all necessary Documents.

Attachments: [Change Order #2- Harper General Contractors](#)

- C-6** [2023-488](#) Consideration of Change Order Number 4 to Baker Undergrounds for the Waterview Pump Station Force Main Extension Project
City Council is requested to approve Change Order Number 4 to Baker Underground Inc. in the amount of \$734,220, a 194-day extension to the contract end date, and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Changer Order #4 - Baker Underground](#)

- C-7** [2023-484](#) Consideration of a Purchase of Commercial/Industrial Voltage Transformers from Wesco, Inc.
City Council is requested to award a bid to Wesco, Inc. for \$129,195 for the purchase of commercial/industrial voltage transformers and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Transformers - Wesco Inc.](#)

- C-8** [2023-485](#) Consideration of a Purchase of 1/0 Primary Wire from Wesco, Inc.
City Council is requested to approve the procurement of 1/0 primary wire, award the bid to Wesco, Inc. in the amount of \$191,600, and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Primary Cable - Wesco, Inc.](#)

- C-9** [2023-490](#) Consideration of the Purchase of 7,000 5/8 Water Meters from Badger Meter Inc.
City Council is requested to approve the purchase of 7,000 5/8 water low profile positive displacement meters with sealed register in the amount of \$838,880 from Badger Meter Inc. and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Water Meters - Badger Meters Inc.](#)

- C-10** [2023-483](#) Consideration of a Purchase of a Hyundai HX210AL Excavator from National Equipment Dealers, LLC
City Council is requested to approve a purchase of a Hyundai HX210AL Excavator from National Equipment Dealers, LLC in the amount of \$152,00, a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Purchase - Excavator National Equipment Dealers, LLC](#)
- C-11** [2023-492](#) Consideration of a Purchase of Three (3) Chevrolet 1500 Trucks from Capital Chevrolet
City Council is requested approve the purchase of three (3) Chevrolet 1500 Trucks from Capital Chevrolet in the amount of \$137,415.09
Attachments: [Chevrolet 1500 Trucks - Capital Chevrolet](#)
- C-12** [2023-489](#) Consideration of a Contract with Night Vision Devices in the Amount of \$251,632.20
City Council is requested to award a contract to Night Division Devices Inc. in the amount of \$251,632.20 using Equitable Share Funds to purchase 30 Night Vision Goggles and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [PD Night Vision Goggles - Night Division Devices](#)
- C-13** [2023-480](#) Consideration of Purchase of 702 W. Grimes Street
City Council is requested to approve the purchase of property located at 702 W. Grimes Street in the amount of \$215,000 to enhance the campus of the 300 Oak project and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Purchase of 702 W. Grimes Street](#)
- C-14** [2023-481](#) Consideration of a Task Order with Creech & Associates, LLC
City Council is requested to approve a task order to the on-call master agreement with Creech & Associates, LLC estimated in the amount of \$472,110 to provide architectural, engineering design, survey, kitchen design consulting and cost estimating for the shared use kitchen facility that will be located at 331 W. Russell Avenue, and to authorize the appropriate city official to execute all necessary documents.
Attachments: [Task Order - Creech & Associates, LLC](#)
- C-15** [2023-491](#) Consideration of Pioneer Athletics as a Sole Source Vendor for the Purchase of a P-Rex Artificial Turf Paint Remover Machine
City Council is requested to approve Pioneer Athletics as a sole source vendor for the purchase of a P-Rex Artificial Turf Paint Remover Machine in the amount of \$50,702.28 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [P-Rex Artificial Turf Paint Remover Machine - Pioneer Athletics](#)
- C-16** [2023-482](#) Consideration of a Resolution Authorizing the Upset Bid Process for the Sale of City Properties Located at 711 E. Commerce Avenue, 407 and

517 Walnut Street, and 505, 517, 518, 523, 525, 526 White Oak Street
City Council is requested to approve a resolution accepting the offer of \$99,000 from Sterling Real Estate Development of North Carolina, LLC for city-owned vacant lots through the upset bid procedure of N.C.G.S. §160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. §160A-269.

Attachments: [Resolution - Sale of City Owned Vacant Lots - Sterling Real Estate Development](#)

C-17 [2023-493](#)

Consideration of Approval of Minutes

Council is requested to approve the following minutes:

Finance Committee Meeting Minutes - September 28, 2023 at 4:00 p.m.

Regular Meeting of the High Point City Council Meeting Minutes -

October 2, 2023 at 5:30 p.m.

Attachments: [Agenda Memo](#)

[Finance Committee Meeting Minutes - September 28 2023](#)

[Regular Meeting of the High Point City Council Meeting Minutes - October 2, 20](#)

GENERAL BUSINESS AGENDA

G-1 [2023-499](#)

Consideration of FHP Properties, LLC Loan for Downtown
Redevelopment

City Council is requested to approve a budget amendment transferring \$1.725 million from the Electric Fund to the General Fund, and to authorize the appropriate city official to execute all necessary documents related to the transactions.

Attachments: [Forward High Point](#)

G-2 [2023-478](#)

Public Hearing Regarding Updated System Development Fees and
Implementation Schedule

City Council is requested to approve a Resolution adopting updated System Development Fees and associated implementation schedule and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [System Development Fees and Implementation Schedule](#)

G-3 [2023-430](#)

Continued Public Hearing on City of High Point, Zoning Map
Amendment 23-22

A request by the City of High Point to rezone approximately 196 acres as part of the Comprehensive Zoning Map Amendment project. To rezone the Swansgate Subdivision and the Swans Landing Subdivision from the Conditional Use Residential Single Family - 3 (CU R-3) District to a Residential Single Family - 3 (R-3) District. These subdivisions are located along the north side of W. Lexington Avenue, approximately one-mile west of Wallburg-High-Point Road, along Swansgate Lane and Bennington Way. (This item was continued at the September 18, 2023, City Council Meeting)

Attachments: [Staff Report \(ZA-23-22\)](#)

- G-4** [2023-497](#) Consideration of an Appointment to the Planning and Zoning Commission
City Council is requested to confirm a recommendation by Council Member Jefferson to appointment Shazia Iqbal to the Planning and Zoning Commission to fill an unexpired term. The appointment will be effective immediately and will expire June 30, 2026.

Attachments: [Planning and Zoning Appointment - Shazia Iqbal](#)

- G-5** [2023-498](#) Consideration of Reappointments to the City of High Point Board of Alcoholic Control (ABC Board)
City Council is requested to confirm Mayor Wagner's recommendation for the following reappointments to the ABC Board:
- Elizabeth Koonce reappointment effective immediately with term expiring November 15, 2026
 - Mary Lou Blakeney reappointment effective immediately with terms expiring February 8, 2027
 - Ashley Tillery reappointment effective immediately with terms expiring February 8, 2027

Attachments: [City of High Point Board of Alcoholic Control \(ABC Board\) - Reappointments](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-22 (City of High Point)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: September 18, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: September 6 & 13, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by the City of High Point to rezone approximately 196 acres as part of the Comprehensive Zoning Map Amendment project. To rezone the Swansgate Subdivision and the Swans Landing Subdivision from the Conditional Use Residential Single Family – 3 (CU R-3) District to a Residential Single Family – 3 (R-3) District. These subdivisions are located along the north side of W. Lexington Avenue, approximately one-mile west of Wallburg-High-Point Road, along Swansgate Lane and Bennington Way.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their August 29, 2023 public hearing. All current members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request: There were no speakers in favor, nor in opposition to the request. There were two members of the public in attendance regarding this request, once the proposal was explained to them, there were no objections noted.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION/ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 7-0 (*vote-count based on having two vacant seats on the commission*).

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to **approve** the following statement:

Zoning Map Amendment 23-22 is consistent with the City's adopted policy guidance because the zoning map amendment is supported by the Low-Density Residential land use classification of the Land Use Plan governing this portion of the City. Furthermore, The proposed R-3 District matches the surrounding City of High Point zoning pattern of this area.



**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-22
August 22, 2023**

Request

A request by the High Point City Council to rezone approximately 196 acres, as part of Round 5 of the Comprehensive Zoning Map Amendment Project. The Swansgate Subdivision and Swans Landing Subdivision are proposed to be rezoned, they are both located along the north side of W. Lexington Avenue, approximately one-mile west of Wallburg-High-Point Road.

Background

The purpose of the Comprehensive Zoning Map Amendment Project is to review and evaluate the zoning of land throughout the city, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. The primary goal of the project is to remove improper or obsolete zoning districts that may be acting as a barrier to development. The City Council initiated this current fifth round of zoning evaluations, associated with this request, in January 2023.

Analysis

The land area associated with the Swansgate and the Swans Landing subdivisions were annexed and granted City of High Point zoning in 1993 and 2004, respectively. They both have a Conditional Use Residential Single Family – 3 (CU R-3) District zoning designation; which supports single family residential development up to three (3) dwelling units per acre.

The Conditional Use zoning permit (CU) for both of these developments included zoning conditions to guide the manner of development.

Swansgate Zoning Condition (CU-93-07)	Swans Landing Zoning Condition (CU-04-30)
• Right-of-way dedication along of W Lexington Avenue	• Right-of-way dedication along of W Lexington Avenue • Density and setback standards • Landscaping / buffers / fencing • Vehicular access • Pedestrian access • Environmental sensitive areas.

These subdivisions are almost completely developed and their various zoning conditions, under the conditional use (CU) designation, have either been met or are now mostly governed by the current Development Ordinance. Swansgate has eight (8) undeveloped parcels while the Swans Landing development has two undeveloped lots. Many of these undeveloped lots are owned by an abutting property owner in the development. The request rezoning is intended to remove CU designation established under the former 1992 development ordinance and maintain the based R-3 District as the zoning for these subdivisions.

The requested rezoned from the CU R-3 District to the R-3 District will be:

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The zoning map amendment is supported by the Low-Density Residential land use classification of the Land Use Plan governing this portion of the City.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

The proposed R-3 District matches the surrounding City of High Point zoning pattern of this area.

Recommendations

Staff recommends approval of the following zoning map amendments:

- 1) Rezone the Swansgate Subdivision and lands associated with ZA-93-07 from the CU R-3 District to the R-3 District.
- 2) Rezone the Swans Landing Subdivision and lands associated with ZA-04-30 from the CU R-3 District to the R-3 District.

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the statement(s) as written in this report or with any additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with the consistency statement(s) in this report, by adoption of its own statement.

City Council:

Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan and other plans as may be applicable. This may be done by adopting the statement(s) as written in this report, or with any additions or changes as agreed upon by the Council, or, if the Council is in disagreement with the consistency statement(s) in this report, by adoption of its own statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sushil Nepal AICP, Planning and Development Director.

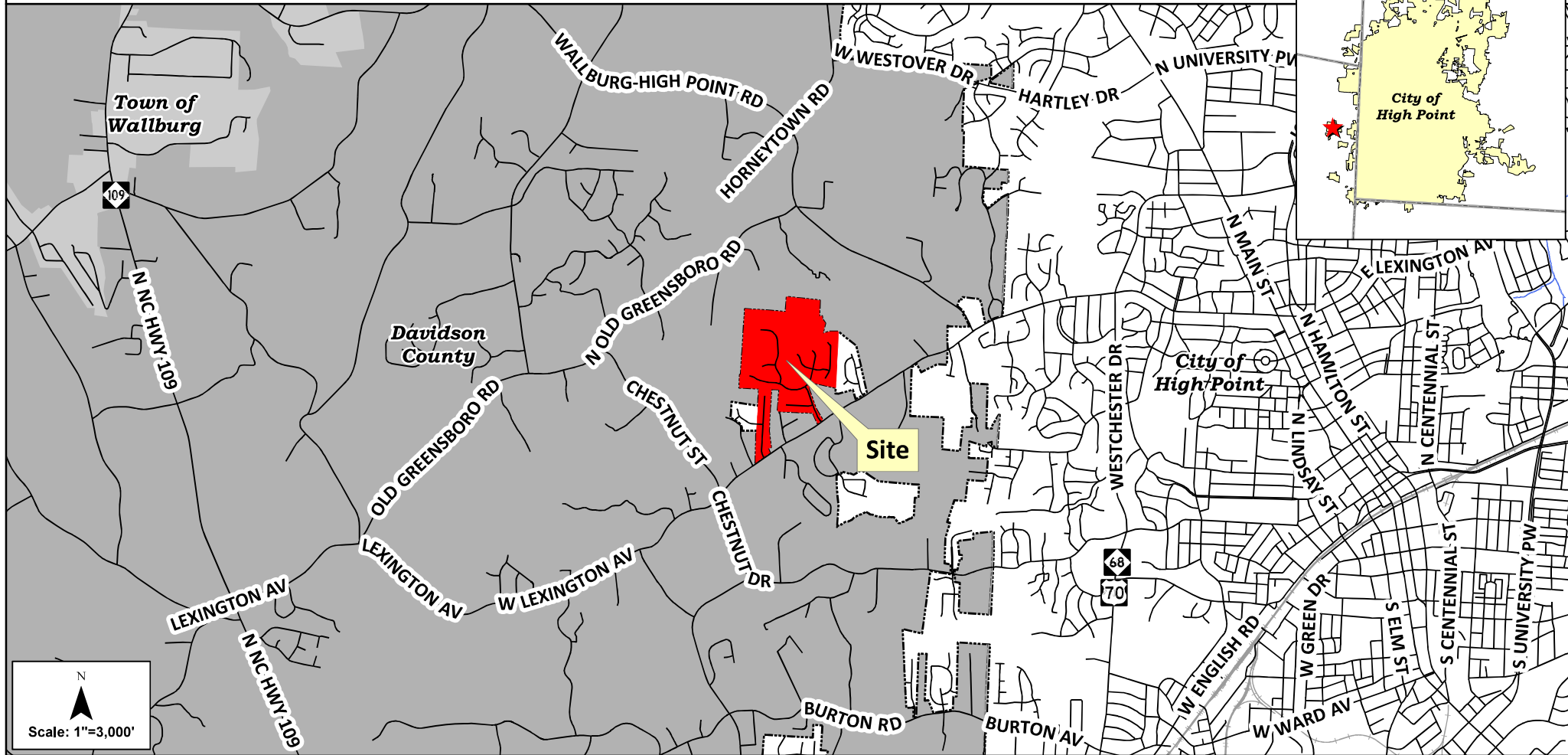
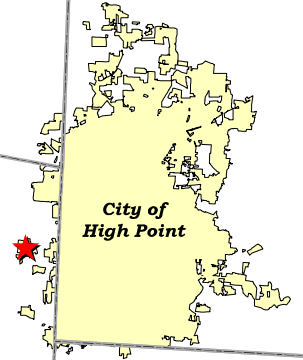


LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-22

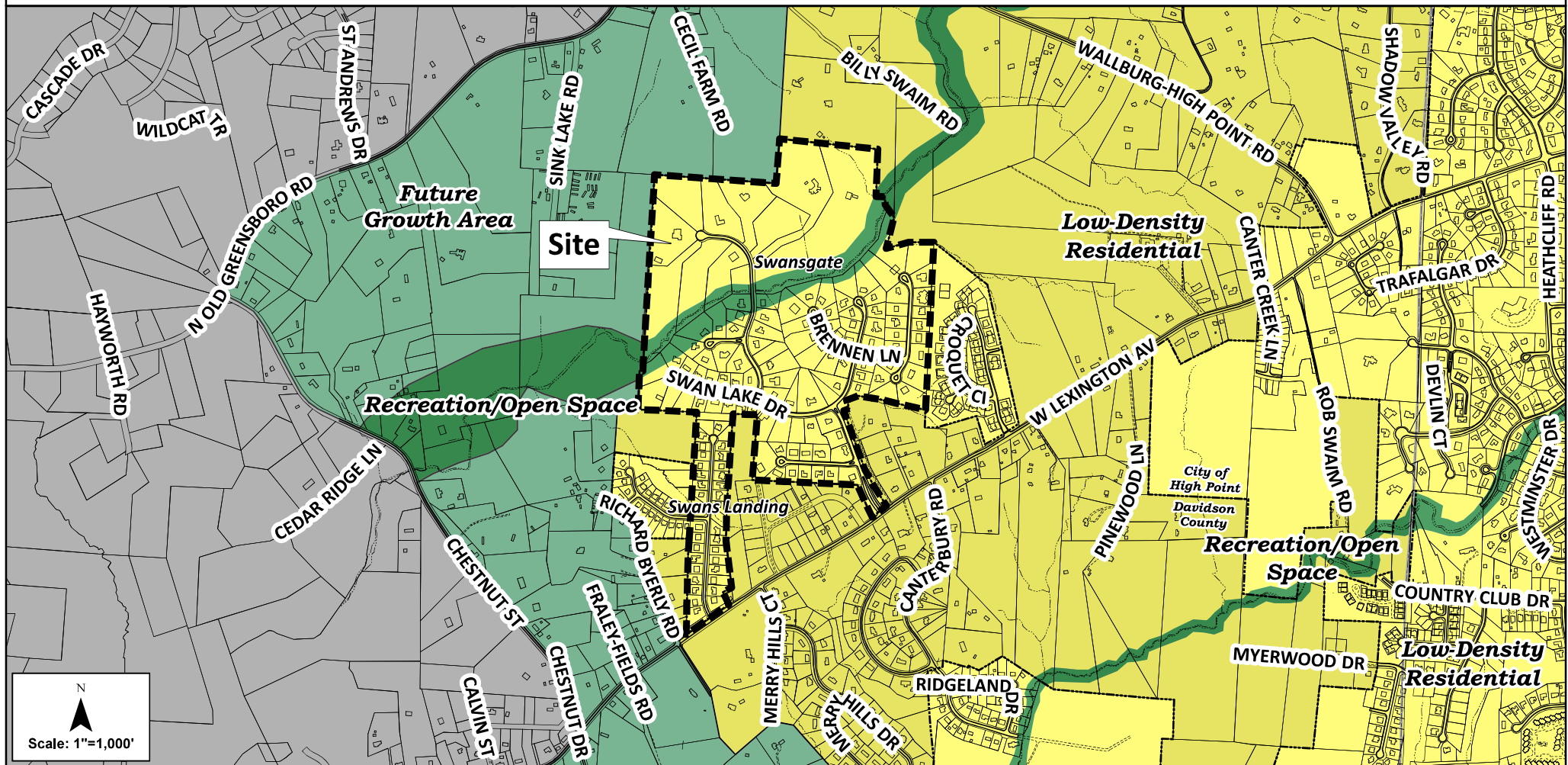
Applicant: City of High Point

Vicinity Map



ZONING MAP AMENDMENT: ZA-23-22

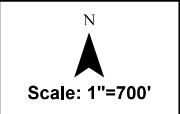
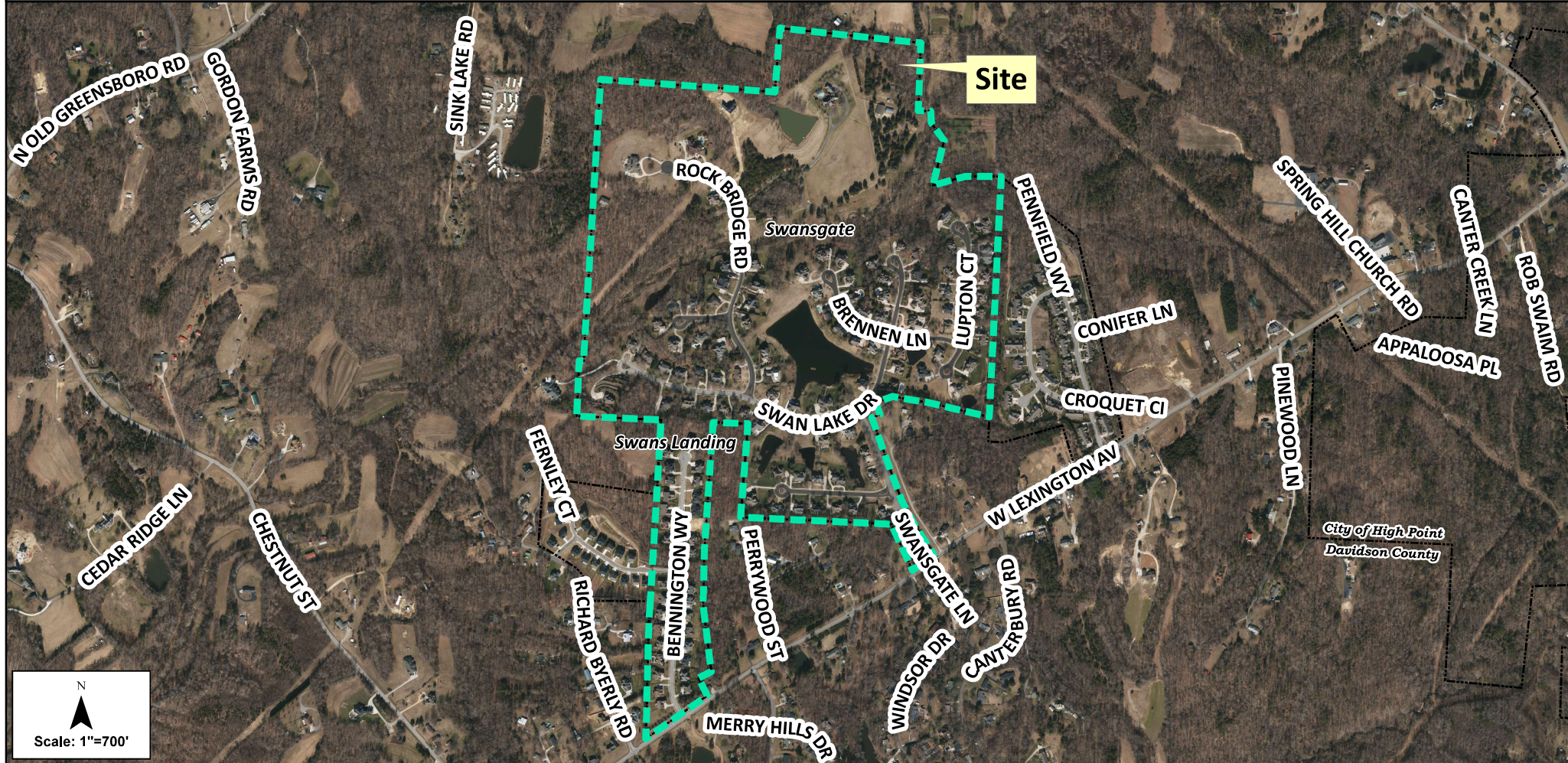
LAND USE PLAN MAP





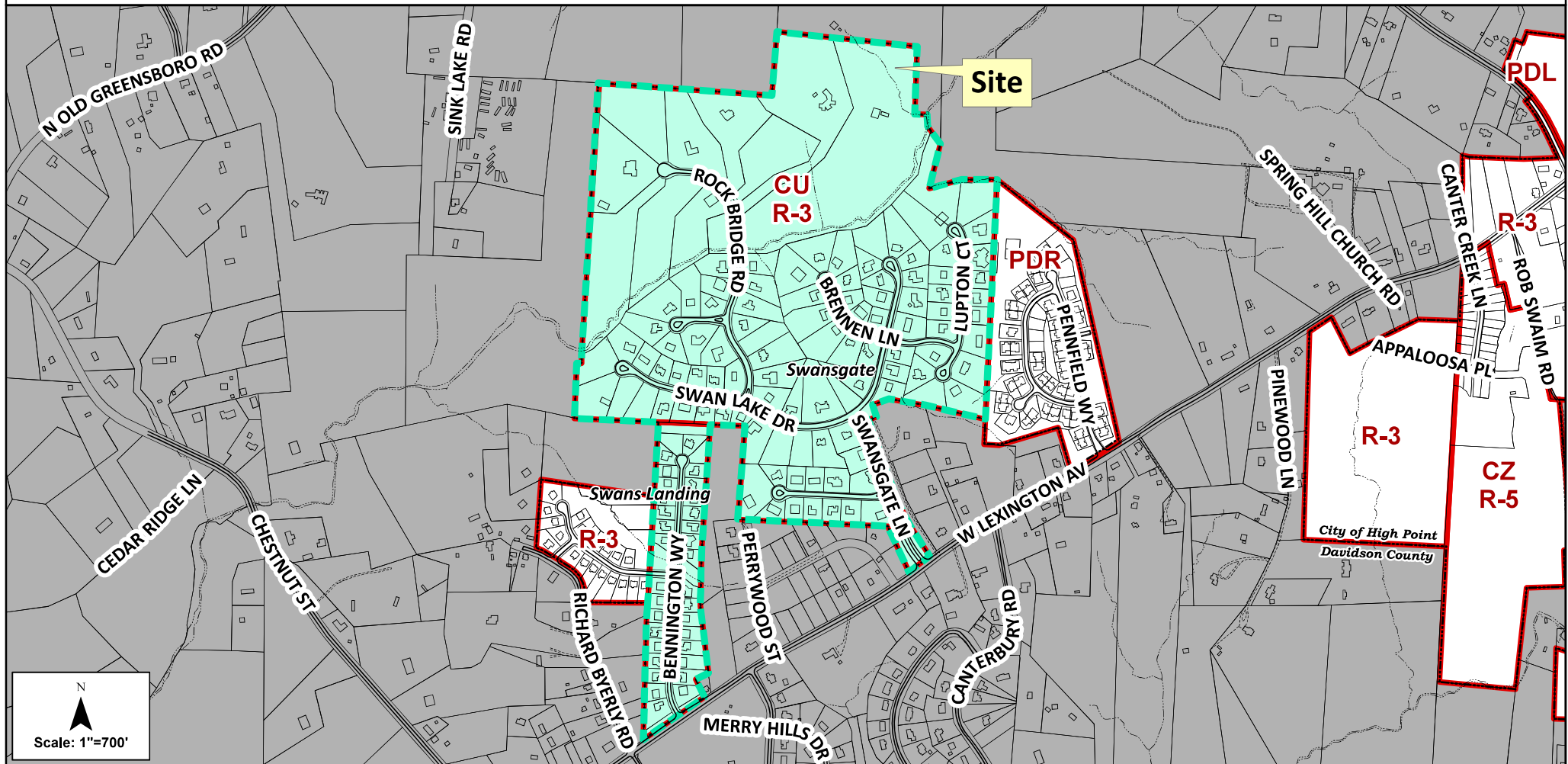
ZONING MAP AMENDMENT: ZA-23-22

AERIAL PHOTOGRAPHY (FEB. 2022)



ZONING MAP AMENDMENT: ZA-23-22

ZONING MAP



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 22, 2023 and before the City Council of the City of High Point on September 18, 2023 regarding **Zoning Map Amendment Case ZA-23-22 (ZA-23-22)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on August 12, 2023, for the Planning and Zoning Commission public hearing and on September 6, 2023 and September 13, 2023, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **September 13, 2023**.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1

SWANSGATE SUBDIVISION

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Residential Single Family 3 (R-3) District**. The Swansgate subdivision is approximately 166.77 acres, located north of the intersection of W. Lexington Avenue and Swansgate Lane.

The Swansgate subdivision is also depicted in Final Plat “Swansgate Subdivision Phases 1 (sheets I through VI)”, as recorded in PB 24 PG 59 and PB 25 PG 57 of the Davidson County Register of Deeds Office. The zoning site is also known as Davidson County Tax Parcels 01020C0000001, 01020C0000002, 01020C0000003, 01020C0000004, 01020C0000005, 01020C0000006, 01020C0000007, 01020C0000008, 01020C0000009, 01020C0000010, 01020C0000011A, 01020C0000012A, 01020C0000013A, 01020C0000014A, 01020C0000015A, 01020C0000017, 01020C0000018, 01020C0000019, 01020C0000020, 01020C0000021, 01020C0000022, 01020C0000023, 01020C0000024, 01020C0000025, 01020C0000026, 01020C0000027, 01020C0000028, 01020C0000029, 01020C0000030, 01020C0000031, 01020C0000032, 01020C0000032, 01020C0000033, 01020C0000034, 01020C0000035, 01020C0000036A, 01020C0000038A, 01020C0000039, 01020C0000040, 01020C0000041, 01020C0000042, 01020C0000043, 01020C0000044, 01020C0000045, 01020C0000046, 01020C0000047,

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01020C0000106, 01020C0000107, 01020C0000108 and 01020C0000109

SECTION 2

SWANS LANDING SUBDIVISION

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Residential Single Family 3 (R-3) District**. The Swans Landing subdivision is approximately 29.23 acres, located north of the intersection of W. Lexington Avenue and Bennington Way.

The Swans Landing subdivision is also depicted in “Revised Final Plat Swans Landing”, as recorded in PB 47 PG 22 of the Davidson County Register of Deeds Office. The zoning site is also known as Davidson County Tax Parcels 0102000000044D, 0102000000044E, 01020D00000001, 01020D00000001A, 01020D00000002, 01020D00000003, 01020D00000004, 01020D00000005, 01020D00000006, 01020D00000007, 01020D00000008, 01020D00000009, 01020D00000010, 01020D00000011, 01020D00000012, 01020D00000013, 01020D00000014, 01020D00000015, 01020D00000016, 01020D00000017, 01020D00000018, 01020D00000019, 01020D00000020, 01020D00000021, 01020D00000022, 01020D00000023, 01020D00000024, 01020D00000025, 01020D00000026, 01020D00000027, 01020D00000028, 01020D00000029, 01020D00000030, 01020D00000031, 01020D00000032, 01020D00000033, 01020D00000034, 01020E00000001, 01020E00000001A, 01020E00000002, 01020E00000003, 01020E00000004, 01020E00000005, 01020E00000006, 01020E00000007, 01020E00000008, 01020E00000009, 01020E00000010, 01020E00000011, 01020E00000012, 01020E00000013, 01020E00000014, 01020E00000015, 01020E00000016, 01020E00000017, 01020E00000018, 01020E00000019 and 01020E00000020

SECTION 3

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 28th day of September, 2023

By: _____
Jay W. Wagner, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Change Order #2- Westside WWTP Sludge Dewatering System Improvements Harper General Contractors	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A – Stantec Letter of Recommendation Attachment B - Change Order #2	

PURPOSE: To approve Change Order Number 2 to Harper General Contractors for the Westside WWTP Sludge Dewatering System Improvements Project. The Change Order is for additional work outside of the scope of the original contract.

BACKGROUND: City Council approved the contract with Harper General Contractors for the Westside WWTP Sludge Dewatering System Improvements Project on March 26, 2023. The current amount of the contract is \$6,019,623.20. Change Order Number 2 includes the following additional work:

- Process piping modifications to provide parallel primary and thickened sludge piping from the yard to the digested sludge pumping room.
- Remove and relocate the existing 6” sludge meter transmitter, wiring, and fiber to accommodate the demolition of the existing centrifuge control panel.
- Remove and dispose of asbestos containing membrane roof system and furnish/ install metal flashing around atrium windows where missing.
- Re-feed circuits to the administration building.
- Furnish and install a new 200A Eaton bucket for feeder to MCC10 Section 3J of MC-SPB-2.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that the Council approve Change Order Number 2 to Harper General Contractors in the amount of \$250,357.01, and a 34-day extension to the contract end date. Upon approval of Change Order Number 2, the new total contract amount will be increased to \$6,269,980.21 and the adjusted contract completion date will be May 30, 2024.



CITY OF HIGH POINT AGENDA ITEM



Demolished centrifuge platform and concrete pad



Truck loading area prior to new concrete pour



Stantec Consulting Services Inc.
One West Fourth Street, Suite 820, Winston-Salem, NC 27101

October 24, 2023
File: 175513004

Attention: Mr. Derrick Boone
Public Services Director, Assistant
City of High Point

Dear Mr. Boone,

Reference: Westside WWTP Sludge Dewatering Improvements – Change Order #2

Harper Construction has submitted a change order in the amount of \$250,357.01 for the following work:

- CN #002 - Provide process piping modifications to provide parallel Primary and Thickened Sludge piping from the yard to the Digested Sludge Pumping Room, add an air relief check valve system on the truck bypass sludge force main, and add a tee and two valves at the quick connect coupling end to allow operators to bleed of sludge at the end of bypass operations.
- CN#005 – Remove and relocate the existing 6” sludge flow meter transmitter, wiring, and fiber to accommodate the demolition of the existing centrifuge control panel.
- CN#006 – Remove and dispose of asbestos containing membrane roof system and furnish and install metal flashing around atrium windows where missing.
- CN#007R – Re-feed circuits to the administration building.
- CN#008 – Furnish and install a new 200A Eaton bucket for feeder to MCC10 Section 3J of MCC-SPB-2.
- CN#009 – Deduction of labor, materials, and equipment to modify two bridge crane footers tie in details to existing concrete wall.

This change order includes the installation, equipment rental, material cost, labor, and other allowable mark-ups for the work described above. After reviewing the contents of this proposal, Stantec recommends that the City of High Point accept this proposal.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Laura Wilson".

Laura Wilson PE
Project Engineer
Phone: 336-770-9026
Laura.wilson@stantec.com

CHANGE ORDER NO. 2

PROJECT: Westside WWTP Sludge Dewatering System Improvements

Date of Issuance: 10/24/2023

Effective Date: TBD

OWNER: City of High Point

ENGINEER: Stantec Consulting Services

CONTRACTOR: Harper General Contractors

The following changes have been incorporated into the Contract Documents.

Description: The following changes have been incorporated into the Contract Documents.

Change Notification #	Description	Add/Deduct	Amount
CN #002	Provide process piping modifications to provide parallel Primary and Thickened Sludge piping from the yard to the Digested Sludge Pumping Room, add an air relief check valve system on the truck bypass sludge force main, and add a tee and two valves at the quick connect coupling end to allow operators to bleed off sludge at the end of bypass operations.	Add	\$170,830.00
CN #005	Remove and relocate the existing 6" sludge flow meter transmitter, wiring, and fiber to accommodate the demolition of the existing centrifuge control panel.	Add	\$6,059.04
CN #006	Remove and dispose of asbestos containing membrane roof system and furnish and install metal flashing around atrium windows where missing.	Add	\$35,199.78
CN #007R	Re-feed circuits to the administration building.	Add	\$19,642.80
CN #008	Furnish and install a new 200A Eaton bucket for feeder to MCC10 Section 3J of MCC-SPB-2.	Add	\$26,958.78
CN #009	Deduction of labor, materials, and equipment to modify two bridge crane footers tie in details to existing concrete wall.	Deduct	(\$8,333.39)
TOTAL			\$250,357.01

Attachments: See attached Change Notifications (CN)s from Harper.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price	<u>\$5,946,266.00</u>	Original Contract Time	
Net changes from previous Change Orders	<u>\$73,357.20</u>	Contract Completion Date:	<u>April 26, 2024 (330 days)</u> (indicate days or dates)
Net increase (decrease) of this Change Order	<u>\$250,357.01</u>	Net changes from previous Change Orders	<u>0 days</u>
Adjusted Contract Price with all approved Change Orders	<u>\$6,269,980.21</u>	Net increase (decrease) of this Change Order	<u>34 days</u>
		Adjusted Contract Time with all Approved Change Orders	<u>364 days</u>
		Revised Contract Completion Date:	<u>May 30, 2024</u>

RECOMMENDED BY:

ACCEPTED BY:

APPROVED BY:


ENGINEER (Authorized Signature)


CONTRACTOR (Authorized Signature)

OWNER (Authorized Signature)

10/24/2023

Date

10.24.2023

Date

Date

Environmental Systems Division
1310 South Tryon Street, Suite 106
Charlotte, North Carolina 28203
Phone: +17047908400

Project: 23-504-Westside WWTP Sludge
Dewatering System Improvements

Project Manager: Emily Skibenes
(914) 471-5049
eskibenes@harpergc.com

CHANGE NOTIFICATION #002: PROCESS PIPING MODIFICATIONS

DATE: 10/02/2023

TO: **City of High Point**
211 S. Hamilton Street
High Point, North Carolina 27260

ATTENTION:

INITIATED BY: Emily Skibenes

SCHEDULE IMPACT: 18 days

SOURCE:

DESCRIPTION:

1. **Basis for Pricing:**

- Emails: High Point Westside – PCO 2 for Sludge Bypass Piping Modifications from Stantec on 8/10/2023
- Drawings / Specifications / Sketches (reference/date/title): Marked Up Drawing with Pipe Modifications – 8/23/23
- RFIs: RFI #6 – Flow Meter Piping and Screw Conveyor Clearance – 8/24/23
- Meetings: Teams Call with Stantec and Harper - 8/23/23, Westside WWTP – Piping Modifications Review – 9/12/2023, Westside WWTP - CP#2 Process Piping Modifications - 10/2/2023

2. **Scope of Work:**

- **Solids Handling Building Exterior Work:**
 - Remove additional section of existing underground 6" Scum Piping, install 6" cap (D-01, D-07 Revised 8/23/23)
 - Relocate bollard (D-07 Revised 8/23/23)
 - Furnish and install new 6" DIP flanged tee, (2) EA 6" flanged plug valves on 6" Sludge to Bypass Connection Line, 6"x12" S80 PVC reducer to 6" S80 PVC to existing sanitary sewer catch basin. (Email Request from 8/10/23, D-08, D-11 Revised 8/23/23)
 - Note: One (1) 6" flanged plug valve (V-04) as shown on D-15 will be relocated for use in revised design. Therefore, only one (1) new valve will need to be furnished.
 - Modify exterior piping header – 6" Scum FM to be removed, 6" Primary Sludge and 6" Thickened Sludge Lines to have individually isolated pipelines from yard to tie-in locations in Sludge Dewatering and Digested Sludge Pump Rooms (D-05, D-08, D-11, D-12, D-14, D-15 Revised 8/23/23). Reference Harper Process Fabrication Drawings Revised 9/13/23 for details of approved layout and new pipe and accessories required for modified design.
 - Furnish and install exterior pipe supports to accommodate stacked primary sludge line above thickened sludge line (D-15 Revised 8/23/23).
 - Cut, cap, and abandon Primary Sludge And Thickened Sludge lines in yard (underneath odor control foundation) in lieu of demolish.
 - Remove heat trace and insulation on new 6" Sludge to Bypass Connection Line. Add heat trace and insulation to new 6" Primary Sludge Line.
 - Modify existing main belt conveyor legs (lower by 4.5") to resolve vertical clearance requirements between new centrifuge screw conveyor discharge chute opening and main belt conveyor. This will leave 6" of clearance between conveyor chute and low point of conveyor belt.
-

- Modify opening for main belt conveyor in CMU and brick veneer wall to accommodate lowered conveyor elevation. Furnish and install metal plate to cover opening where modified.
- Provide coatings for additional pipe and fittings.
- **Solids Handling Building Interior Work:**
- 6" Thickened Sludge Line in Digested Sludge Pump Room previously intended for demolition to remain (D-02 Revised 8/23/23)
- Block out interior slab for Primary Sludge and Thickened Sludge lines and pour back once new piping is tied-in.
- Primary Sludge Line between Sludge Dewatering and Digested Sludge Pump Room previously intended for demolition to remain (D-02 Revised 8/23/23)
- Shutdown 6" Primary Sludge Line, cut section of existing pipe to install 6" flow meter in Digested Sludge Pump Room (D-02 Revised 8/23/23). Flow meter to be relocated from previously proposed outdoor location. (D-08 Revised 8/23/23)
- Furnish and install air check valve to match existing truck loading piping air check system. To include 2" swing check valve, 2" S80 PVC, 2" S80 PVC Couplings, 6"x 2" 304 SST Romac Service Saddle.
- Modify interior piping – 6" Scum FM to be removed, 6" Primary Sludge and 6" Thickened Sludge Lines to have individually isolated pipelines from yard to tie-in locations in Sludge Dewatering and Digested Sludge Pump Rooms (D-05, D-08, D-11, D-12, D-14, D-15 Revised 8/23/23). Reference Harper Process Fabrication Drawings Revised 9/13/23 for details of approved layout and new pipe and accessories required for modified design.
- 6" DIP 90 and 6" DIP piping previously proposed to be installed between existing cross fitting and new 6" Sludge Line to be removed (D-12, Revised 8/23/23)
- Furnish and install pipe supports to accommodate modified piping layout and design. Note: Temporary pipe supports may be installed to mitigate schedule impact of procurement of permanent pipe supports.
- Provide coatings for additional pipe and fittings.
- All management, supervision, and general conditions
- All construction equipment as required to perform scope of work
- All safety equipment as required to perform scope of work

[illegible]

6	09-901 - Paint Package	Pipe Coatings	SUBCON TRACT	\$ 9,403.61	\$ 0.00	\$ 188.07	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$9,591.68
Subtotal:				\$ 116,158.54	\$ 26,346.36	\$ 188.07	\$ 2,050.30	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 553.58	\$145,296.85
AGC FEE (0.05% OF TOTAL): 0.05% Applies to all line item types.													\$ 72.65
INSURANCE (0.50% OF TOTAL): 0.50% Applies to all line item types.													\$ 726.85
BUILDERS RISK INSURANCE (COASTAL 0.5% or NON-COASTAL 0.25%): 0.25% Applies to all line item types.													\$ 365.24
LICENSES & PERMITS (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 1,464.62
HARPER BOND (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 1,479.26
FEE (15% OF L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.													\$ 20,931.38
FEE (5% OF SUB): 5.00% Applies to SUBCONTRACT.													\$ 493.15
Grand Total:													\$170,830.00

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.

HARPER GENERAL CONTRACTORS

23-504 Change Order 002

Job:

Process Piping Modifications
Change Order Schedule Impact = 18
days (4/26/24 to 5/14/24), 10
working days (4 day week)

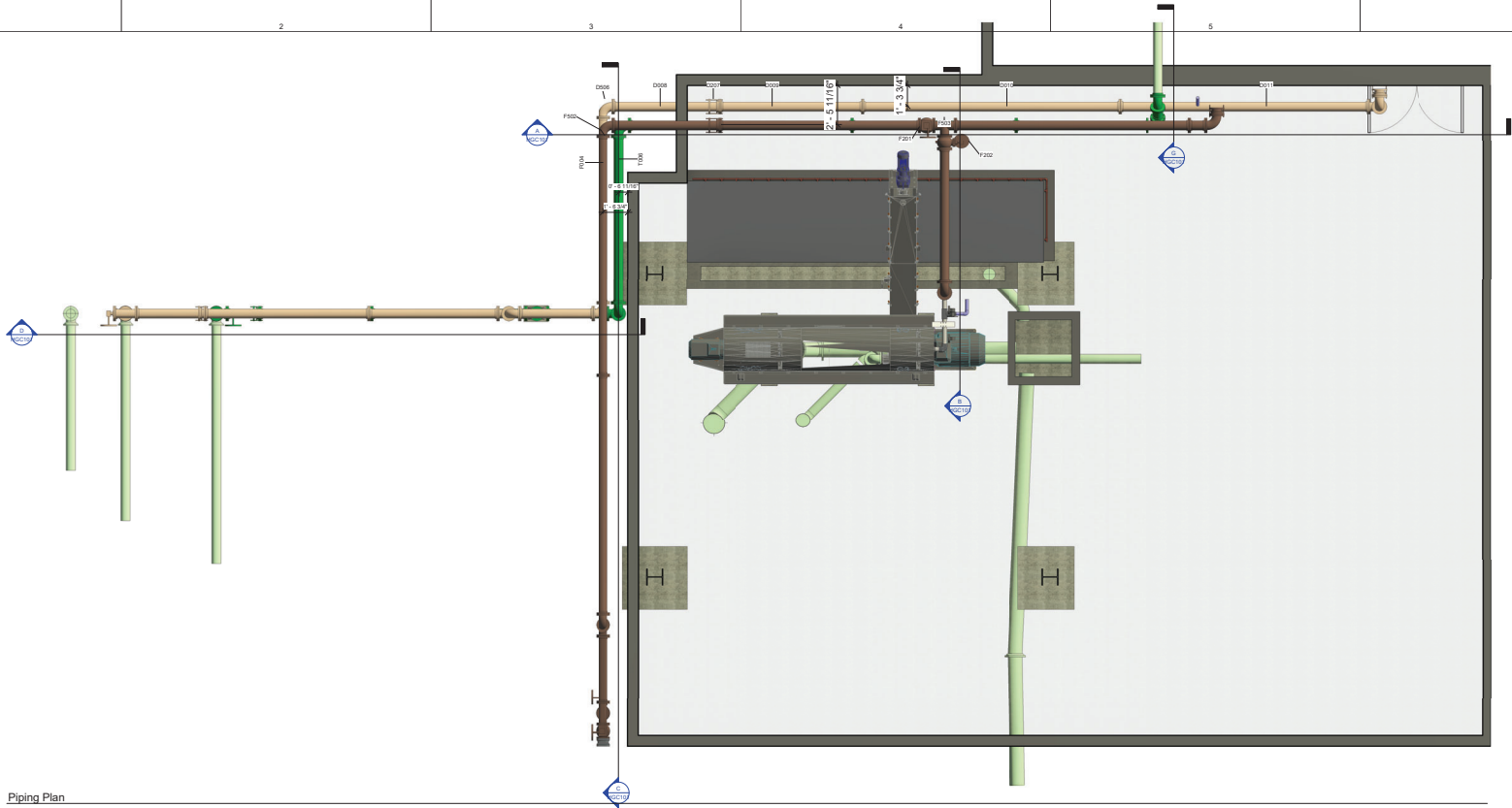
Version:

1

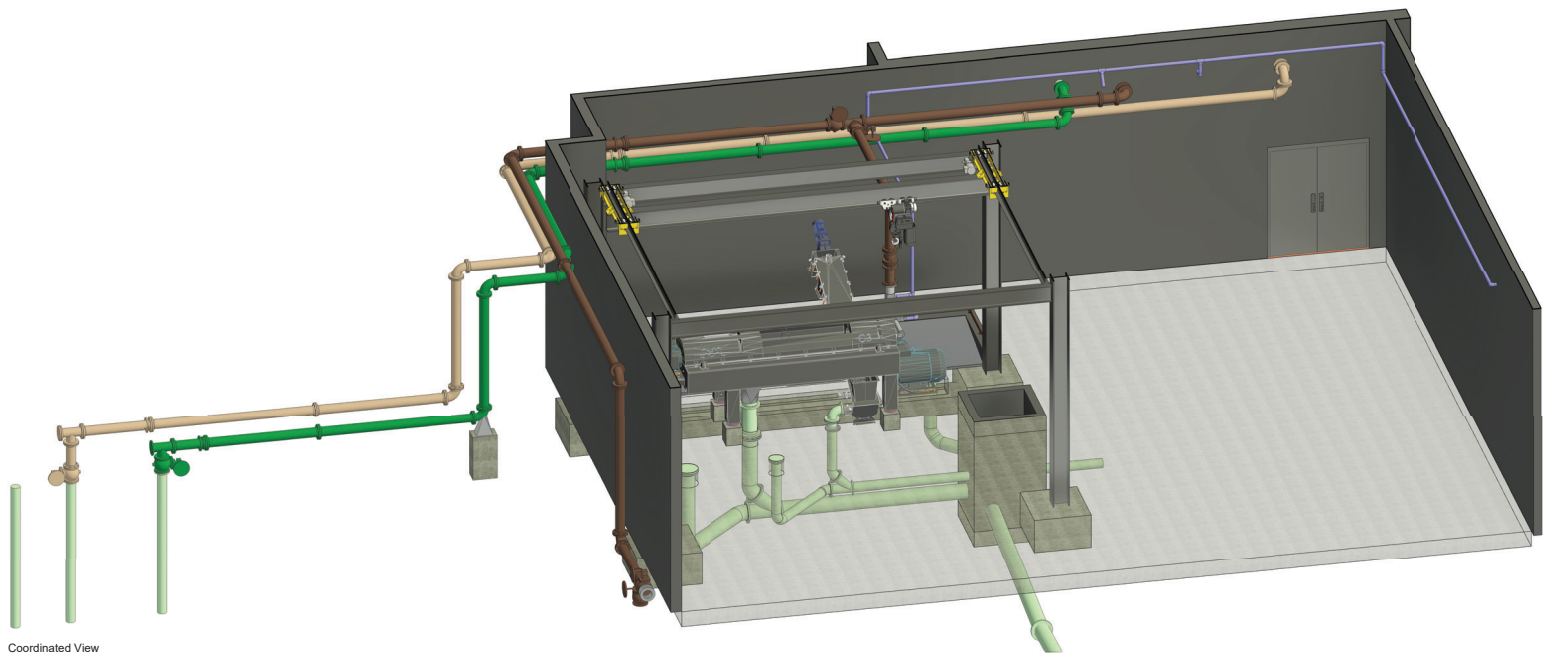
Date:

Item Description	Qty	UM	Rate	Total
GCs and Labor				
Superintendent (Extended Contract Time, 10 hrs/day * 10 days)	100	MH	\$75.00	\$ 7,500.00
Superintendent (Pre-Installation Tasks for CO, 40 hrs)	40	MH	\$75.00	\$ 3,000.00
PM (Extended Contract Time, 32 hrs/wk * 2 weeks)	64	MH	\$70.00	\$ 4,480.00
PM (Procurement of CO Time, 48 hrs)	48	MH	\$70.00	\$ 3,360.00
APM (Extended Contract Time, 32 hrs/wk * 2 weeks)	64	MH	\$50.00	\$ 3,200.00
APM (Procurement of CO Time, 48 hrs)	48	MH	\$50.00	\$ 2,400.00
Field Engineer (Extended Contract Time, 40 hrs/wk * 2 weeks)	80	MH	\$25.00	\$ 2,000.00
Field Engineer (Procurement of CO Time, 32 hrs)	32	MH	\$25.00	\$ 800.00
3D Modeling for Design Modifications	24	MH	\$85.00	\$ 2,040.00
Per Diem (4 man crew)	40	DY	\$58.50	\$ 2,340.00
Lodging	8	DY	\$450.00	\$ 3,600.00
Supt Fuel	10	DY	\$40.00	\$ 400.00
Foreman Fuel	10	DY	\$40.00	\$ 400.00
Supt & Foreman Pickup Trucks & Tool Kits	10	DY	\$130.00	\$ 1,300.00
Technology (\$/MHs)	228	MH	\$2.00	\$ 456.00
Portajohn (\$85.00 per month per PJ)	1	MO	\$85.00	\$ 85.00
Dumpster (\$400 per pull for 30 CY)	1	EA	\$400.00	\$ 400.00
Office Trailer	1	MO	\$1,400.00	\$ 1,400.00
Storage Trailer	1	MO	\$500.00	\$ 500.00
Demo Additional 6" Scum Section & Cap (2 days * 4 men)	80	MH	\$30.00	\$ 2,400.00
Deduct 6" Thickened Sludge & Primary Sludge to Remain (2 days * 4 men)	-80	MH	\$30.00	\$ (2,400.00)
Modify Existing 6" Primary Sludge to Install Flow Meter (1 day * 4 men)	40	MH	\$30.00	\$ 1,200.00
Install New Thickened Sludge Line - Exterior (4 days * 4 men)	160	MH	\$30.00	\$ 4,800.00
Install New Thickened Sludge Line - Interior (12 days * 4 men)	480	MH	\$30.00	\$ 14,400.00
Modify Conveyor Belt Elevation & Relocate Opening in CMU/Brick Wall (4 days * 4 men)	160	MH	\$30.00	\$ 4,800.00
Pipe Mods for 6" Sludge to Bypass Connection (3 days * 4 men)	120	MH	\$30.00	\$ 3,600.00

Deduct for Demo Exterior Underground Pipe (4 days * 4 men)	-160	MH	\$30.00	\$	(4,800.00)
Temporary Pipe Support Install (1 day * 4 men)	40	MH	\$30.00	\$	1,200.00
Deduct for Labor Savings on CO #1	-1	LS	\$6,500.00	\$	(6,500.00)
LABOR TOTAL:				\$	42,680.00
GCs/OTHER TOTAL:				\$	10,881.00
EQUIPMENT					
Mini Ex	2	WK	\$788.00	\$	1,576.00
Lull	2	WK	\$1,264.00	\$	2,528.00
Scissor Lifts (2EA)	2	WK	\$346.00	\$	692.00
Sky Boom Lift	2	WK	\$877.00	\$	1,754.00
P&D	4	EA	\$250.00	\$	1,000.00
EQUIPMENT TOTAL:				\$	7,550.00
Item Description	Qty	UM	Rate	Total	
MATERIAL					
Bypass Pipe Mod Materials	1	LS	\$2,336.80	\$	2,336.80
Sludge Feed Line Mod Materials	1	LS	\$13,075.75	\$	13,075.75
6" Drain Line Materials	1	LS	\$3,147.03	\$	3,147.03
Pipe Supports (Interior & Exterior)	1	LS	\$25,772.45	\$	25,772.45
Pipe Supports Deduct (Original Design Pricing)	-1	LS	\$4,398.10	\$	(4,398.10)
Anchors for Pipe Supports	1	LS	\$2,500.00	\$	2,500.00
Deduct Concrete Pipe Support	-1	EA	\$350.00	\$	(350.00)
Pipe Labels	10	EA	\$6.00	\$	60.00
Temporary Pipe Support Material	1	LS	\$1,000.00	\$	1,000.00
Consumable Tools	1	LS	\$2,500.00	\$	2,500.00
MATERIAL TOTAL:				\$	45,643.93
SUBCONTRACT					
Heat Tracing & Insulation Mods (Deduct for Sludge Bypass Line, Add for Thickened Sludge Line)	1	LS	\$0.00	\$	-
Pipe Coatings	1	LS	\$9,403.61	\$	9,403.61
SUBCONTRACT TOTAL:				\$	9,403.61



Piping Plan



Coordinated View

Westside WWTP Sludge
Dewatering System
Improvements
1044 Burton Road
Thomasville, North Carolina
27630

REVISIONS		BY
NO.	DATE	DESCRIPTION
1	2023.08.08	Project Revisions
2	2023.08.13	By-pass Revisions

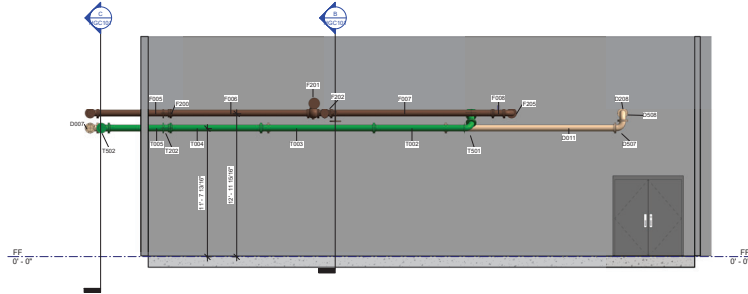
Project Manager: _____ Project Engineer: _____ Drawn by: _____		Approver _____ Checker _____ Author _____	
Sheet Title: Piping Plan			
Sheet Number: HGC100		Project Number: Project Number	
		Date: Issue Date	

Pipe Schedule					
Mark	Diameter	Description	Length	System Abbreviation	Comments
D007	6"	CL33 DIP FLGxFLG	11'-7 5/8"	SD	
D008	6"	CL33 DIP FLGxPE	6'-6 5/8"	SD	
D009	6"	CL33 DIP FLGxFLG	6'-11 1/8"	SD	Field Cut
D010	6"	CL33 DIP FLGxFLG	16'-9 5/8"	SD	
D011	6"	CL33 DIP FLGxFLG	15'-6"	SD	
D012	6"	CL33 DIP FLGxFLG	6'-6 5/8"	SD	Not Used
D013	6"	CL33 DIP FLGxFLG	4'-6"	SD	New
D014	6"	CL33 DIP FLGxFLG	7'-3 5/8"	SD	New
D015	6"	CL33 DIP FLGxFLG	6'-12"	SD	(Originally F001)
D016	6"	CL33 DIP FLGxFLG	10'-2 3/8"	SD	New
D017	6"	CL33 DIP FLGxPE	4'-3 3/4"	SD	(Originally D002)
D018	6"	CL33 DIP FLGxFLG	11'-1 15/16"	SF	Not Used
F003	6"	CL33 DIP FLGxFLG	14'-11 5/16"	SF	
F004	6"	CL33 DIP FLGxFLG	14'-11 5/16"	SF	Field Cut
F005	6"	CL33 DIP FLGxPE	6'-6 5/8"	SF	
F006	6"	CL33 DIP FLGxFLG	12'-6"	SF	
F007	6"	CL33 DIP FLGxFLG	14'-7 1/2"	SF	
F008	6"	CL33 DIP FLGxFLG	1'-0"	SF	2" Tap CTR @ 12.50
F010	6"	CL33 DIP FLGxFLG	1'-6 7/8"	SD	Not Used
F011	6"	CL33 DIP FLGxPE	1'-7 5/16"	SF	Field Cut Originally ordered longer
F012	6"	CL33 DIP FLGxFLG	2'-10"	SF	(Originally D005)
F013	6"	CL33 DIP FLGxFLG	4'-2 1/4"	SF	New
F015	6"	CL33 DIP FLGxFLG	6'-3 5/8"	SF	New
F016	6"	CL33 DIP FLGxPE	6'-11 3/8"	SF	New
T001	6"	CL33 DIP FLGxFLG	0'-10 5/8"	ST	New
T002	6"	CL33 DIP FLGxFLG	6'-2 5/16"	ST	(Originally D005)
T003	6"	CL33 DIP FLGxFLG	10'-3 3/16"	ST	New
T004	6"	CL33 DIP FLGxFLG	6'-3 5/16"	ST	(Originally D003)
T005	6"	CL33 DIP FLGxPE	0'-6 11/16"	ST	(Originally D004) Will need field cut
T006	6"	CL33 DIP FLGxFLG	10'-5 3/8"	ST	New
T007	6"	CL33 DIP FLGxFLG	3'-9 1/2"	ST	New
T008	6"	CL33 DIP FLGxFLG	7'-6 7/16"	ST	New
T009	6"	CL33 DIP FLGxFLG	0'-7 1/8"	ST	(Originally F009)
T010	6"	CL33 DIP FLGxFLG	6'-11 11/16"	ST	New
T011	6"	CL33 DIP FLGxPE	2'-0 1/8"	ST	(Originally D001)

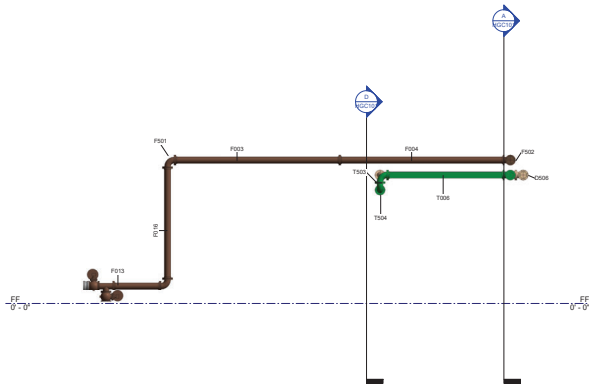
Pipe Fitting Schedule					
Mark	System Abbreviation	Family	NO	Angle 1	Comments
D001	SD	FLG DI TEE	6"		
D004	SD	FLG DI ELBOW	6"	90.00°	
D005	SD	FLG DI ELBOW	6"	90.00°	
D006	SD	FLG DI ELBOW	6"	90.00°	
D007	SD	FLG DI ELBOW	6"	90.00°	
D008	SD	FLG DI ELBOW	6"	90.00°	
D009	SD	FLG DI ELBOW	6"	90.00°	
D012	SD	FLG DI ELBOW	6"	90.00°	New
F000	SF	FLG DI ELBOW	6"	90.00°	
F001	SF	FLG DI ELBOW	6"	90.00°	
F002	SF	FLG DI ELBOW	6"	90.00°	
F003	SF	FLG DI TEE	6"		
F004	SF	FLG DI ELBOW	6"	90.00°	
F005	SF	FLG DI ELBOW	6"	90.00°	
F006	SF	Quick Connect	6"		
F007	SF	FLG DI TEE	6"		(Originally D000)
T000	ST	FLG DI ELBOW	6"	45.00°	New
T001	ST	FLG DI ELBOW	6"	90.00°	New
T002	ST	FLG DI ELBOW	6"	90.00°	New
T003	ST	FLG DI ELBOW	6"	90.00°	New
T004	ST	FLG DI ELBOW	6"	90.00°	New
T005	ST	FLG DI ELBOW	6"	90.00°	New
T006	ST	FLG DI ELBOW	6"	90.00°	Base 90 (Originally D003)
T007	ST	FLG DI TEE	6"		(Originally L002)

Pipe Accessory Schedule				
Mark	System Abbreviation	Family	Size	Comments
D002	SD	Plug Valve - Eccentric - 3-24 inch	6"x6"x	
D003	SD	MegaFlange	6"x6"x	
D005	SD	ACCESSORY-FLOW METER	6"x6"x	Provide Spool Same Length, By Others, Moved to Digested Sludge Pump Room
D006	SD	MegaFlange	6"x6"x	Moved to Digested Sludge Pump Room
D007	SD	MegaFlange	6"x6"x	
D008	SD	MegaFlange	6"x6"x	
F000	SF	MegaFlange	6"x6"x	
F001	SF	Plug Valve - Eccentric - 3-24 inch	6"x6"x	
F002	SF	Plug Valve - Eccentric - 3-24 inch	6"x6"x	
F003	SF	ACCESSORY-FLOW METER	6"x6"x	By Others
F004	SF	MegaFlange	6"x6"x	
F005	SF	MegaFlange	6"x6"x	
F006	SF	Plug Valve - Eccentric - 3-24 inch	6"x6"x	New
F007	SF	Plug Valve - Eccentric - 3-24 inch	6"x6"x	New
T000	ST	Plug Valve - Eccentric - 3-24 inch	6"x6"x	(Originally D000)
T001	ST	MegaFlange	6"x6"x	(Originally L001)
T002	ST	MegaFlange	6"x6"x	New
T003	ST	Dresser Coupling	6"x6"x	New

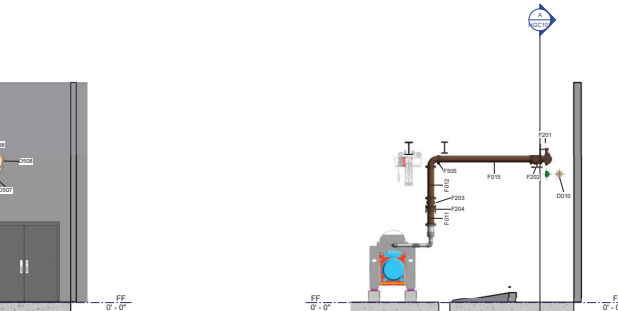
Lay Lengths	
6" 90	8"
6" TEE	1' 4"
6" PLUG VALVE	10 1/2"
6" METER	9"
FLANGE GASKETS	1/8"



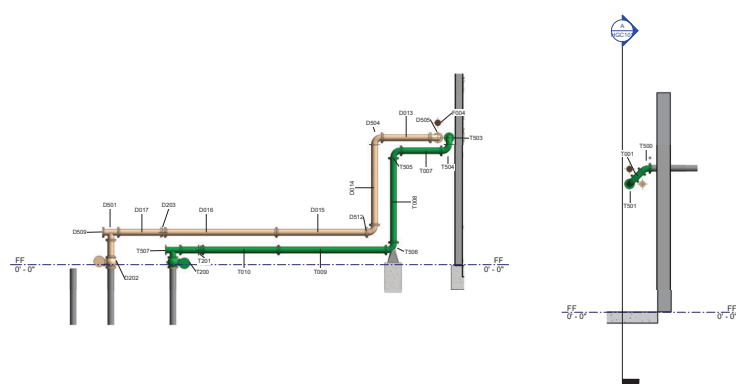
Section A



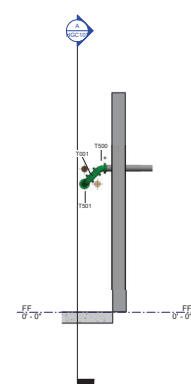
Section C



Section B



Section D



Section G

- NOTE:
1. CONSIDER ORDERING PLAIN END PIPES THESE LONGER IF YOU WOULD LIKE TO FIELD CUT
 2. BRIDGE CRANE TBD, WILL REVISE WITH SUBMITTAL IF NEEDED
 3. METERS HAVE BEEN ASSUMED TO BE 9" LONG
 4. PIPES IN GREY ARE BY OTHERS

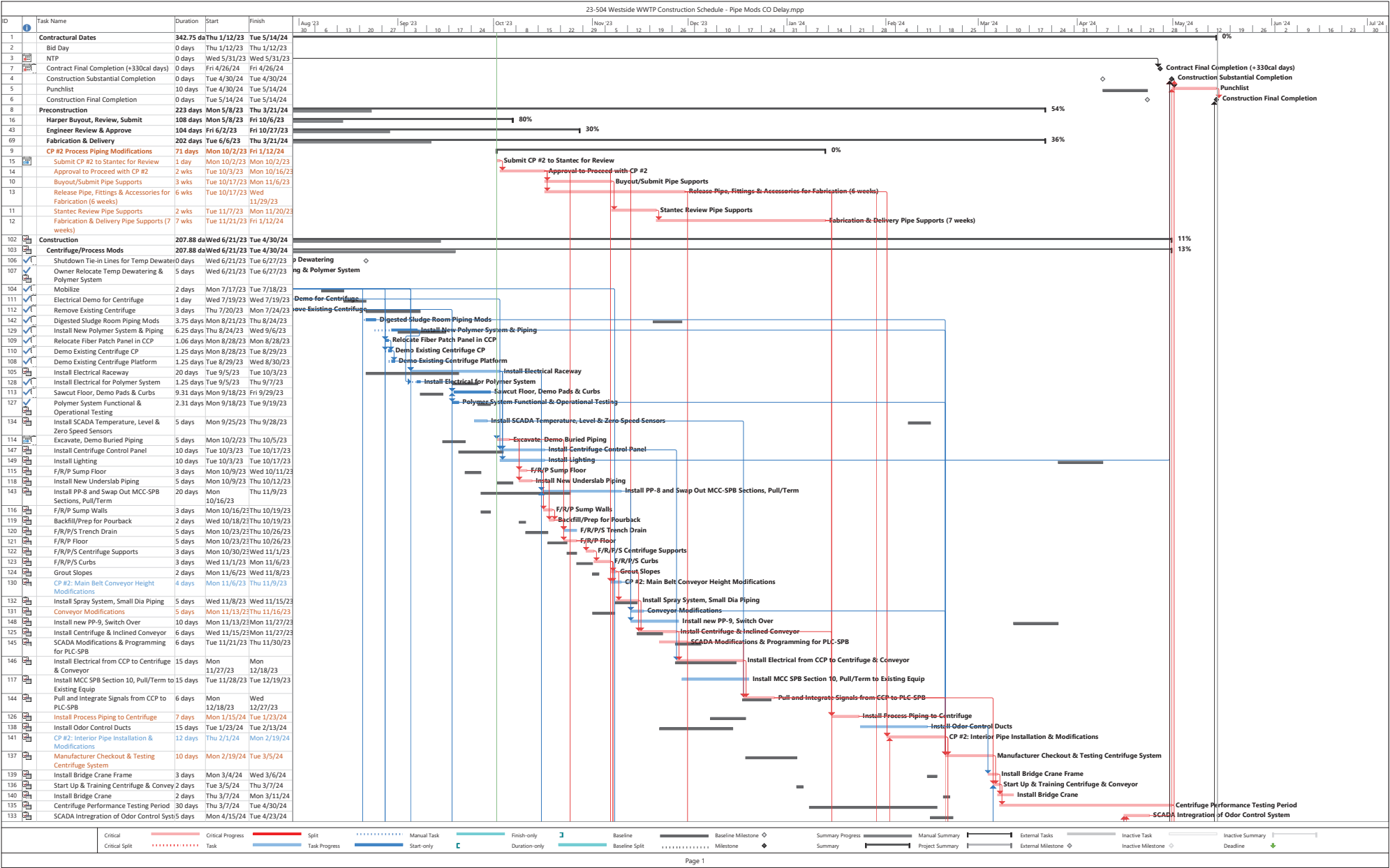
HARPER
GENERAL CONTRACTORS

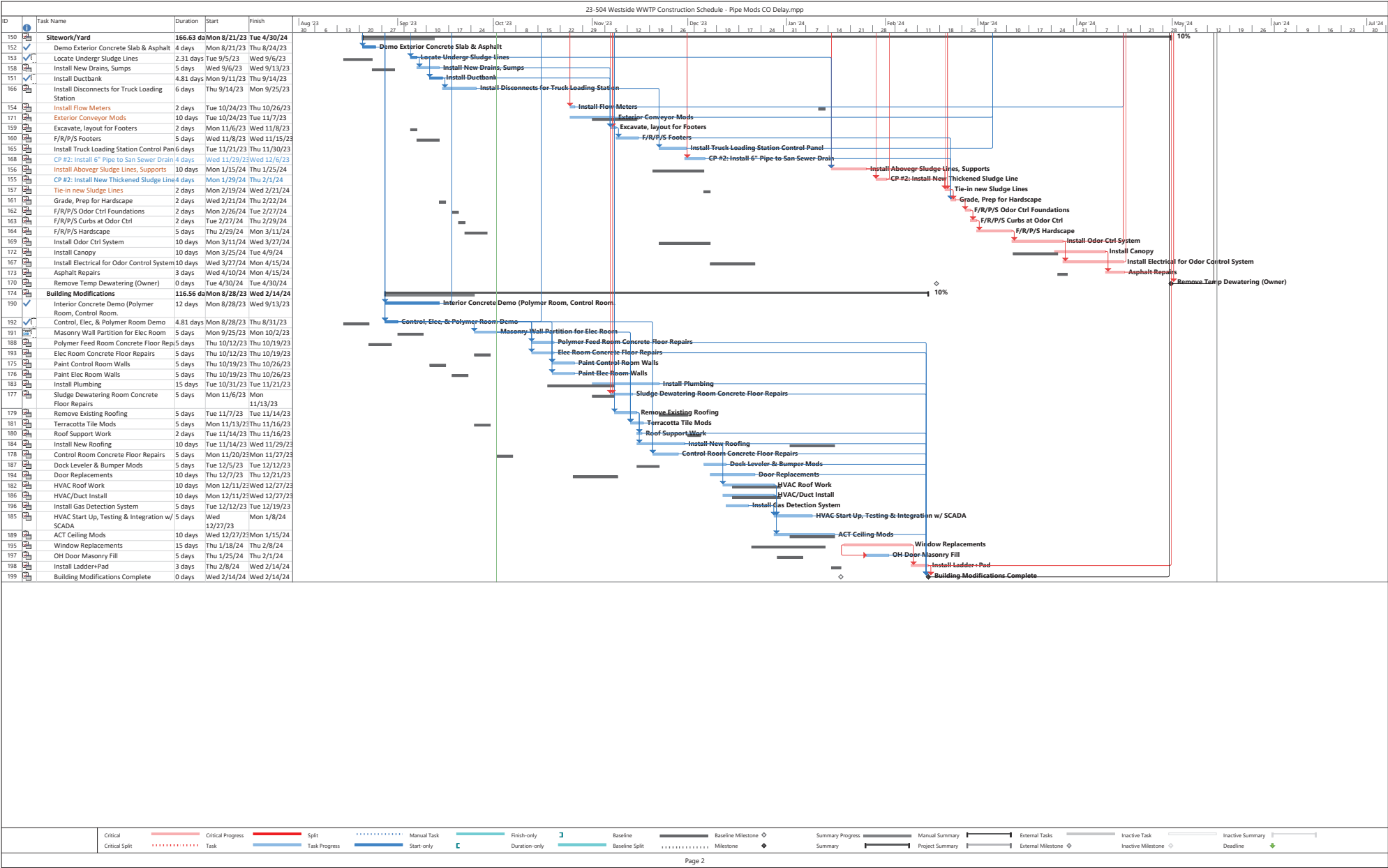
More than anything, we build trust.

Westside WWTP Sludge
Dewatering System
Improvements
1044 Burton Road
Thomasville, North Carolina
27630

REVISIONS	NO.	DATE	DESCRIPTION	BY
1	2023.08.08			
2	2023.08.13		Bygone Revisions	2P

Project Manager Project Engineer Drawn By	Approval Checker Author
Sheet Title Pipe Sections	
Sheet Number HGC101	Project Number Project Number Issue Date







FERGUSON WATERWORKS #1276
444 WEST BODENHAMER STREET
KERNERSVILLE, NC 27284-1420

Phone: 336-992-0140
Fax: 336-992-0403

Deliver To: .
From: Mack Harman
Comments:

16:41:57 SEP 27 2023

Page 1 of 2

FERGUSON WATERWORKS #1276

Price Quotation

Phone: 336-992-0140

Fax: 336-992-0403

Bid No: B760901
Bid Date: 09/27/23
Quoted By: RTB

Cust Phone: 864-527-2500
Terms: NET 10TH PROX

Customer: HARPER CORPORATION
35 WEST COURT ST STE 400
WESTSIDE WWTP SLUDGE DEWA
GREENVILLE, SC 29601-2875

Ship To: WESTSIDE WWTP SLUDGE DEWA
1044 W BURTON RD
C/O HARPER CORPORATION
THOMASVILLE, NC 27360

Cust PO#: CHANGE ORDER MATS

Job Name: WESTSIDE WWTP SLUDGE DEWA

Item	Description	Quantity	Net Price	UM	Total
	----- WESTSIDE WWTP PROCESS PIPING MODS ----- ----				
SP-CUSTOMSPOOL	-- DI SPOOLS -- CUSTOM SPOOL 6" X 4'6" FXF PC CL DI SPL --> MARK# D013	1	640.150	EA	640.15
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 7'3-5/8" FXF PC CL DI SPL --> MARK# D014	1	872.770	EA	872.77
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 10'2-3/16" FXF PC CL DI SPL --> MARK# D016	1	1105.380	EA	1105.38
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 4'2-1/4" FXF PC CL DI SPL --> MARK# F013	1	640.150	EA	640.15
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 8'3-5/8" FXF PC CL DI SPL --> MARK# F015	1	950.310	EA	950.31
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 0'10-5/8" FXF PC CL DI SPL --> MARK# T001	1	368.770	EA	368.77
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 10'3-3/16" FXF PC CL DI SPL --> MARK# T003	1	1105.380	EA	1105.38
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 10'5-3/4" FXF PC CL DI SPL --> MARK# T006	1	1105.380	EA	1105.38
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 3'9-1/2" FXF PC CL DI SPL --> MARK# T007	1	601.380	EA	601.38
SP-CUSTOMSPOOL	CUSTOM SPOOL 6" X 7'6-7/16" FXF PC CL DI SPL --> MARK# T008	1	911.540	EA	911.54



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<https://survey.medallia.com/?bidsorder&fc=1856&on=100415>

Fax: 336-992-0403

16:41:57 SEP 27 2023

Reference No: B760901

Item	Description	Quantity	Net Price	UM	Total
SP-CUSTOMSPOOL	CUSTOM SPOOL	1	834.000	EA	834.00
	6" X 6' 11-11/16" FXF PC CL DI SPL				
	--> MARK# T010				
	SUBTOTAL				9135.21

	--FITTINGS--				
F9PCU	6 FLG 90 C110 BEND PC	6	345.920	EA	2075.52
	17 EA 6" NEO GASKETS				
FNWNBSS61U	6 316 SS 150# FLG NUT/BLT SET	17	46.250	EA	786.25
G8798FFG15018U	6 150# 8798 NEO FF GSKT 1/8	17	22.230	EA	377.91

SP-D01380600009	6" STYLE 138 DRESSER COUP FOR DIP	1	195.570	EA	195.57
E2106	6 MEGAFLANGE FLG ADPT	3	168.430	EA	505.29
S837666	12X6 PVC RED BUSH SPIGOTXSOC S80	1	521.240	EA	521.24
P80PU	6 X 20 FT PVC S80 PE PIPE	80	2171.000	C	1736.80
P80SCU	6 PVC S80 SXS COUP	3	58.430	EA	175.29
P80S4U	6 PVC S80 SXS 45 ELL	5	84.310	EA	421.55
P80SCU	6 PVC S80 SXS COUP	5	58.430	EA	292.15
	SUBTOTAL				7087.57
Net Total:					\$16222.78
Tax:					\$1135.61
Freight:					\$0.00
Total:					\$17358.39

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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FERGUSON WATERWORKS #1276
444 WEST BODENHAMER STREET
KERNERSVILLE, NC 27284-1420

Phone: 336-992-0140
Fax: 336-992-0403

Deliver To: .
From: Mack Harman
Comments:

16:49:51 AUG 17 2023

Page 1 of 2

FERGUSON WATERWORKS #1276

Price Quotation

Phone: 336-992-0140

Fax: 336-992-0403

Bid No: B757225
Bid Date: 08/16/23
Quoted By: MCH

Cust Phone: 864-527-2500
Terms: NET 10TH PROX

Customer: HARPER CORPORATION
35 WEST COURT ST STE 400
WESTSIDE WWTP SLUDGE DEWA
GREENVILLE, SC 29601-2875

Ship To: WESTSIDE WWTP SLUDGE DEWA
1044 W BURTON RD
C/O HARPER CORPORATION
THOMASVILLE, NC 27360

Cust PO#: CHANGE ORDER MTRLS

Job Name: WESTSIDE WWTP SLUDGE DEWA

Item	Description	Quantity	Net Price	UM	Total
D118FGU	6 CI FLG N/LUBE PLUG VLV W/GEAR	1	1231.710	EA	1231.71

SP-P64546000	6 PFC COUPLER X PIPE FLG 316 SS	2	904.640	EA	1809.28
D600DCSS	6 SS DUST CAP	1	253.190	EA	253.19
SP-P5101061A	SS SECURITY CHAIN W/ RINGS 6" LGTH	1	35.000	EA	35.00

FTU	6 DI 125# C110 FLG TEE	1	319.000	EA	319.00
FNWNBSS61U	6 316 SS 150# FLG NUT/BLT SET	2	46.250	EA	92.50
FNWNBZ1U	6 ZN 150# FLG NUT/BLT SET	3	22.230	EA	66.69
NFFFGAU	6 NEO 1/8 FLG FF GSKT	3	5.650	EA	16.95

P80PK	2 X 20 FT PVC S80 PE PIPE	40	365.000	C	146.00
P578K	*NP 2 BRZ 125# THRD SWG CHK VLV	1	185.000	EA	185.00
R202S069072	6X2 IP DBL SS STRP SDL 6.63-6.90	1	104.740	EA	104.74
P80S9K	2 PVC S80 SXS 90 ELL	4	6.150	EA	24.60
P80SUK	2 PVC S80 SXS UNION EPDM	2	28.110	EA	56.22
P80SMAK	2 PVC S80 SXM ADPT	1	16.900	EA	16.90

BB22SH120SS4	*CVR* B22SH-120 SS4	10	1421.400	C	142.14
SP-BB2213PASS6	2 316 SS M/GRIP COND CLMP ASSY	5	5.370	EA	26.85
Net Total:					\$2336.80
Tax:					\$163.58
Freight:					\$0.00
Total:					\$2500.38



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BRANCH 76J
6004 W MARKET ST
GREENSBORO NC 27409-2146
336-854-7762
336-854-7069 FAX

225253815

Job Site

WESTSIDE WWTP
1044 W BURTON RD
THOMASVILLE NC 27360

Office: 864-527-2500 Cell: 864-380-4980

Customer # : 398865
Quote Date : 09/28/23
Estimated Out : 10/02/23 01:00 PM
Estimated In : 10/06/23 01:00 PM
UR Job Loc : 1044 W BURTON RD, TH
UR Job # : 672
Customer Job ID:
P.O. # : 23-504
Requested By : COLTON SCALES
Approved By : KEVIN HUMERICKHOUSE
Salesperson : ROBERT MAULDIN

HARPER CORPORATION
35 W COURT ST STE 400
GREENVILLE SC 29601-2875

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	9070075	MINI EXCAVATOR 7400-9199#	295.00	319.00	788.00	1,716.00	788.00	
1	2331250	FORKLIFT VARIABLE REACH 7000# 38-44'	481.00	519.00	1,264.00	2,429.00	1,264.00	
2	3002525	SCISSOR LIFT 24-26' ELECTRIC 46-68" WIDE	153.00	165.00	346.00	662.00	692.00	
1	3104026	BOOM 37-44' TELESCOPIC	384.00	415.00	877.00	1,717.00	877.00	
YOU HAVE RENTED A MOBILE ELEVATING WORK PLATFORM (MEWP). SOME OF OUR MEWPS HAVE BEEN EQUIPPED WITH ACCESSORIES THAT MAY REDUCE THE RISK OF ENTRAPMENT HAZARDS AND CRUSHING INJURIES. OTHERS CAN HAVE THESE ACCESSORIES ADDED. FEEL FREE TO DISCUSS THESE ACCESSORIES WITH YOUR LOCAL BRANCH AND EXPLORE WHETHER YOU WOULD LIKE TO RENT A UNIT EQUIPPED WITH THIS TECHNOLOGY FOR YOUR PARTICULAR PROJECT. FOR FURTHER INFORMATION ON MEWP SAFETY, PLEASE WATCH THE FOLLOWING VIDEO: HTTP://UNITEDRENTALS.COM/MEWPS-SAFETY								
					Rental Subtotal:		3,621.00	
SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price		Unit of Measure	Extended Amt.		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	72.420		EACH	72.42		
1	DELIVERY CHARGE		125.000		EACH	125.00		
1	PICKUP CHARGE		125.000		EACH	125.00		
					Sales/Misc Subtotal:		322.42	
					Agreement Subtotal:		3,943.42	
					Tax:		276.04	
					Estimated Total:		4,219.46	
COMMENTS/NOTES:								
CONTACT: COLTON SCALES CELL#: 864-535-3028 Dlv/Pku loc selected by Map Pin Option								

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



Carolina Management Team
coatings and concrete repair

49 McDowell Street
Asheville, NC 28801
www.CMTcoatings.com

336-431-7708

WBE and HUB certified

To Emily Skibenes, Project Manager
Harper General Contractors
1310 S Tryon St #106, Charlotte, NC 28203
914-471-5046 and eskibenes@harpergc.com

September 25, 2023
Proposal #23023.CO1

From David Gambrell, Chief Estimator, 336-434-0784

Proposal Westside WWTP Sludge Dewatering Improvements Piping

Location 1044 W Burton Rd, Thomasville, NC 27360

Surface Preparation and Coating Application for Piping

- Pressure wash piping per SSPC-SP1 solvent clean
- Apply 2 coats of Sherwin-Williams Macropoxy 646 (5-10 mils DFT) per coat

Project Estimate **\$9,403.61** (Includes Guilford County 6.75% tax)

All materials guaranteed to be as specified and all work to be performed as specified and completed in a professional workmanlike manner. Payment is due NET 30 days. Warranty is one year on materials and labor.

Notes

- Price assumes piping will be shop primed
- Price includes one mobilization – delays requiring extra mobilizations may incur additional charges
- Price excludes environmental controls
- Price assumes water and electricity will be provided and project area is dry
- Price assumes that CMT has full access to the project area described in this proposal
- Price assumes the accuracy of the site conditions described in the project specifications. If CMT finds latent, concealed, or subsurface conditions which differ materially from the project specifications, or unknown physical conditions, which differ materially from those ordinarily found and generally not recognized as inherent in the work described in this proposal, the project pricing will be equitably adjusted with a revised proposal and subcontract change order
- Price assumes that this is a repair, maintenance, and installation (RMI) project and is subject to the general state and applicable local and transit rates of sales and use tax as defined in N.C. Gen. Stat. 105-164.3. If this is a capital improvement (CI) project, please complete the form E-589CI, Affidavit of Capital Improvement and return to us
- All agreements contingent upon weather, delay beyond our control, no lead present
- Proposal valid for 30 days from date above

We are qualified as AMPP (formerly NACE and SSPC) certified coating inspectors and concrete coating inspectors.



CARPENTER & PATERSON, INC.

434 Latigue Road, Waggaman, LA 70094

TEL: 504-431-7722 FAX: 504-431-7900

E-MAIL: christopher.dollete@pipehangers.com

08/11/2023

Harper General Contractors
Patrick Wiestling

REFERENCE – **Westside WWTP Pipe Supports (DUCTILE IRON SUPPORTS)**

Attention: **Patrick Wiestling**

CP Estimate No: **H23-005 Rev1**

Patrick,

We are pleased to submit our proposal to furnish pipe support material in accordance with the above referenced inquiry.

Price: **\$4,398.10**

F.O.B.: Waggaman, LA PPA Freight

Validity: Our proposal is valid for acceptance through August 25, 2023. Quoted shipping schedule is based upon receipt of a purchase order within 5 working days from the date of quotation.

Escalation: Prices quoted are based upon current raw material prices in effect for August, 2023. Due to potential instability in the price of raw steel material, the prices quoted will be reviewed and adjusted, if necessary, at the time the quoted items are released for production. Quoted prices are based upon producing the entire scope of supply included in the RFQ package. Should the quoted scope of supply be modified, we reserve the right to review and re-quote as necessary.

Terms: Net thirty (30) days with approved credit. Carpenter and Paterson Terms and Conditions will apply if buyer has not provided Terms and Conditions for review/negotiation. See attached Terms and Conditions. Purchase order acceptance is contingent upon negotiation of Terms and Conditions and acceptance by both parties.

Finish: All material quoted will be furnished using 304 Stainless Steel material.

Taxes: No taxes of any kind are included in our proposal.

Shipment: Material can begin shipping in 7 - 8 weeks after receipt of a purchase order and approved drawings. Please advise if an improved lead time is required.

Fabrication: All work will conform to the recommendations of MSS Bulletin SP-58-2018 and the requirements of the ANSI Code of Pressure Piping B31.1 and B31.3. All welding will be performed to the requirements of the American Welding Society (AWS) and its latest revisions.

Insulation: Insulation outside diameter will be manufactured to suit ASTM C585.

Clarifications:

1. Carpenter & Paterson, Inc. is a material supplier/fabricator, not a construction sub-contractor. Thus, we are not responsible for any terms and conditions or special provisions present in any contract between purchaser and any other party including, but not limited to, provisions regarding payment terms, retainage and penalties for delay in completion of project.
2. No anchor bolts are included in this quote.
3. Pickling and Passivation of Stainless Steel not included in this quote.

Our proposal is in exact accordance with specifications, drawings, terms and conditions, and other requirements of this request for quotation, with no exceptions other than the above mentioned clarifications.

When ordering, please reference our estimate number on your purchasing documents.

If any additional information concerning this quotation is required, please do not hesitate to contact us.

We thank you for the opportunity of quoting your pipe support requirements and hope you find our proposal favorable.

Regards,

Chris Dollete

Engineering Estimator

CC: D. Bernard



CARPENTER & PATERSON, INC.

434 Latigue Road, Waggaman, LA 70094

TEL: 504-431-7722 FAX: 504-431-7900

E-MAIL: christopher.dollete@pipehangers.com

09/28/2023

Harper General Contractors

Patrick Wiestling

REFERENCE – Westside WWTP Pipe Supports (DUCTILE IRON SUPPORTS)

Attention: **Patrick Wiestling**

CP Estimate No: **H23-005 Rev3**

Patrick,

We are pleased to submit our proposal to furnish pipe support material in accordance with the above referenced inquiry.

Price: **\$25,772.45**

F.O.B.: Waggaman, LA PPA Freight

Validity: Our proposal is valid for acceptance through October 12, 2023. Quoted shipping schedule is based upon receipt of a purchase order within 5 working days from the date of quotation.

Escalation: Prices quoted are based upon current raw material prices in effect for September, 2023. Due to potential instability in the price of raw steel material, the prices quoted will be reviewed and adjusted, if necessary, at the time the quoted items are released for production. Quoted prices are based upon producing the entire scope of supply included in the RFQ package. Should the quoted scope of supply be modified, we reserve the right to review and re-quote as necessary.

Terms: Net thirty (30) days with approved credit. Carpenter and Paterson Terms and Conditions will apply if buyer has not provided Terms and Conditions for review/negotiation. See attached Terms and Conditions. Purchase order acceptance is contingent upon negotiation of Terms and Conditions and acceptance by both parties.

Finish: All material quoted will be furnished using 304 Stainless Steel material.

Taxes: No taxes of any kind are included in our proposal.

Shipment: Material can begin shipping in 5 - 7 weeks after receipt of a purchase order and approved drawings. Please advise if an improved lead time is required.

Fabrication: All work will conform to the recommendations of MSS Bulletin SP-58-2018 and the requirements of the ANSI Code of Pressure Piping B31.1 and B31.3. All welding will be performed to the requirements of the American Welding Society (AWS) and its latest revisions.

Insulation: Insulation outside diameter will be manufactured to suit ASTM C585.

Clarifications:

1. Carpenter & Paterson, Inc. is a material supplier/fabricator, not a construction sub-contractor. Thus, we are not responsible for any terms and conditions or special provisions present in any contract between purchaser and any other party including, but not limited to, provisions regarding payment terms, retainage and penalties for delay in completion of project.
2. No anchor bolts are included in this quote.
3. Pickling and Passivation of Stainless Steel not included in this quote.
4. Material Quoted as import 304 Stainless, with 316 Stainless hardware.

Our proposal is in exact accordance with specifications, drawings, terms and conditions, and other requirements of this request for quotation, with no exceptions other than the above mentioned clarifications.

When ordering, please reference our estimate number on your purchasing documents.

If any additional information concerning this quotation is required, please do not hesitate to contact us.

We thank you for the opportunity of quoting your pipe support requirements and hope you find our proposal favorable.

Regards,

Chris Dollete

Engineering Estimator

CC: D. Bernard

Environmental Systems Division
1310 South Tryon Street, Suite 106
Charlotte, North Carolina 28203
Phone: +17047908400

Project: 23-504-Westside WWTP Sludge
Dewatering System Improvements

Project Manager: Emily Skibenens
(914) 471-5049
eskibenens@harpergc.com

CHANGE NOTIFICATION #005: EXISTING FLOW METER WIRING AND FIBER RELOCATION

DATE: 10/05/2023

TO: City of High Point
211 S. Hamilton Street
High Point, North Carolina 27260

ATTENTION:

INITIATED BY: Emily Skibenens

SCHEDULE IMPACT: 24 days

SOURCE:

DESCRIPTION:

Existing Flow Meter Wiring and Fiber Relocation

The existing centrifuge control panel was scheduled to be demolished from 7/31/23 to 8/4/23. As the electrical contractor was beginning this task, plant staff made them and Harper aware that there are components housed and fed from this panel that need to remain in service and cannot be disconnected. The existing 6" Sludge Flow Meter located in the Sludge Dewatering Room is currently in use and will be utilized until the new Sludge Flow Meter (M-01) is installed and operational. The existing flow meter transmitter is currently located inside the existing centrifuge control panel and is wired to the PLC inside the cabinet. Additionally, there is a fiber patch panel located in the existing centrifuge control panel.

Harper requested additional information on 7/31/23 to determine a solution for relocation of the existing fiber patch panel, as the demolition could not be completed until a solution was determined and agreed upon. The provided information supplied on 8/3/23 did not provide resolution to how the fiber optic network would be maintained after the demolition of the existing CCP as it was unknown whether the fiber network was configured to have a self-healing ring. On 8/17/23 Harper, Piedmont Automation, Cooper Electric, Sturgill, and City of High Point met on site to test the fiber network and determine how it was configured. It was confirmed that the fiber has a self-healing ring and no interruptions were observed when the fiber was disconnected from the patch panel. Piedmont Automation and Cooper Electric proposed the solution of pulling back the fiber to PLC-SPB and re-connecting to complete the fiber loop while removing the patch panel from the existing CCP. Additionally, it was proposed to relocate the flow meter signals and power to PLC-SPB. This included installing a temporary analog signal wire from the flow meter to PLC-SPB and providing temporary power via a drop cord connection to a wall outlet. Piedmont Automation would modify and program the panel to accommodate the new communications from the flow meter.

On 8/23/23 RFI #5 Existing Centrifuge Control Panel Demolition was submitted to proposed the suggested solutions and confirm if they were acceptable to proceed with. On 8/24/23 the proposed solutions were approved. Harper coordinated and received approval to schedule this work for Monday 8/28/23. Once this work was completed, the centrifuge control panel and platform were demolished.

This change proposal includes all labor, materials, and equipment required to remove and relocate the flow meter transmitter, wiring, and fiber as described.

As a result of this work, the CCP demo took place on 8/28 resulting in an overall schedule impact of 24 days.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	LABOR BURDEN (61.73%)	SUBCONTRACT OR BOND	FUEL & OIL (55% OF EQT)	MISC TOOLS (5% OF LABOR)	SAFETY (3% OF LABOR) (0.00% Applies	PUNCHLIST (3% OF LABOR)	CLEANUP (2% OF LABOR)	SALES TAX (7% OF MAT'L)	Subtotal
---	-----------	-------------	------	--------	-----------------------------	------------------------	----------------------------------	-----------------------------------	---	-------------------------------	-----------------------------	----------------------------------	----------

					(61.73% Applies to OVERTIME LABOR and LABOR.)	(2% OF SUB) (2.00% Applies to SUBCONTRACT.)	(55.00% Applies to Equipment Rented and EQUIPMENT INTERNAL.)	(0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	(0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	(0.00% Applies to LABOR BURDEN, OVERTIME LABOR, and LABOR.)	(7.00% Applies to MATERIAL, Equipment Rented, EQUIPMENT INTERNAL, and OTHER.)	
1	16-002 - Electrical	Relocate and Re-wire Flow Meter & Fiber Network	SUBCONTRACT	\$ 934.09	\$ 0.00	\$ 18.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$952.77
2	13-402 - SCADA System	Program PLC & SCADA for Flow Meter, Terminate Fiber	SUBCONTRACT	\$ 3,300.00	\$ 0.00	\$ 66.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$3,366.00
3	01-110 - Superintendent-Level 3	Superintendent (6 hrs)	LABOR	\$ 450.00	\$ 277.79	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$727.79
4	01-104 - Project Manager	PM Coordination (4 hrs)	LABOR	\$ 280.00	\$ 172.84	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$452.84
Subtotal:				\$4,964.09	\$450.63	\$84.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,499.40
AGC FEE (0.05% OF TOTAL): 0.05% Applies to all line item types.													\$ 2.75
INSURANCE (0.50% OF TOTAL): 0.50% Applies to all line item types.													\$ 27.51
BUILDERS RISK INSURANCE (COASTAL 0.5% or NON-COASTAL 0.25%): 0.25% Applies to all line item types.													\$ 13.82
LICENSES & PERMITS (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 55.43
HARPER BOND (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 55.99
FEE (15% OF L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.													\$ 182.10
FEE (5% OF SUB): 5.00% Applies to SUBCONTRACT.													\$ 222.04
Grand Total:													\$6,059.04

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.



September 20, 2023

RE: Westside W.W.T.P. Flow meter transmitter. RFI-5

Emily Skibenes

COOPER WILL FURNISH AND INSTALL THE FOLLOWING

- 1 – Remove existing Flow Meter Transmitter from the existing Centrifuge Control Panel.
- 2 – Relocate to adjacent wall.
- 3 – Relocate Fiber.
- 4 – Rewire Flow Meter.
- 5 – Furnish #16/2 shield cable.

Lump Sum Price \$934.09

COOPER ELECTRICAL CO.

Emory Kimrey

Director of Utility Construction

September 1, 2023

Mrs. Emily Skibenes
Harper General Contractors
35 W. Court St., Ste. 400
Greenville, SC 29601

Re: Westside Sludge Dewatering System
City of High Point, NC
PAI Change Order No. HPT2301CO1.0

Mrs. Skibenes:

Piedmont Automation is pleased to present this change order proposal to provide equipment and services requested for the High Point Westside WWTP Sludge Dewatering System project as defined herein. We appreciate your consideration of our proposal to supply equipment and services for this project.

Base Scope of Supply

1. [1] Lot of PLC and SCADA programming to display the temporary flow meter value onto the existing SCADA screens. The flow meter analog signal shall be landed inside the PLC-SPB panel by Cooper Electric.
2. [1] Lot of labor and materials to terminate the existing fiber inside the PLC-SPB panel to bypass the existing Centrifuge Panel and complete the fiber ring. The existing fiber shall be pulled back to PLC-SPB panel by Cooper Electric.

Clarifications and Exceptions

Unless specifically set forth in the scope of this quotation, this offer does not include the following and shall be furnished by others:

- All fiber optic cable installation is not included.
- All field power wire, control wire, instrument wire, conduit, and installation.
- Mounting and installation of instruments, control panels, and miscellaneous equipment.
- Site installation supervision.

Pricing

Base Scope of Supply – (excluding sales tax) \$3,300.00

Delivery

- Equipment submittals will be furnished in three (3) to four (4) weeks after receipt and acceptance of purchase order and will be furnished in ten (10) to twelve (12) weeks after receipt of approved submittals and official release for purchase.

Freight

Shipment is F.O.B. factory - full freight allowed to jobsite.

Payment Terms

Payment terms are Net 30 with an option to accrue interest on any unpaid balances at a rate of 1.5% per month. Disputed portions of an invoice shall not be cause for nonpayment or delayed payment of any undisputed portions of an invoice. Work will commence upon receipt of a written purchase order from the Customer.

Environmental Systems Division
1310 South Tryon Street, Suite 106
Charlotte, North Carolina 28203
Phone: +17047908400

Project: 23-504-Westside WWTP Sludge
Dewatering System Improvements

Project Manager: Emily Skibenes
(914) 471-5049
eskibenes@harpergc.com

CHANGE NOTIFICATION #006: HAZARDOUS MATERIALS ABATEMENT

DATE: 10/16/2023

TO: City of High Point
211 S. Hamilton Street
High Point, North Carolina 27260

ATTENTION:

INITIATED BY: Emily Skibenes

SCHEDULE IMPACT: 50 days

SOURCE:

DESCRIPTION:

Hazardous Materials Abatement

This change proposal includes labor, materials, and equipment to remove and dispose of asbestos containing membrane roof system. This also includes furnishing and installing metal flashing around atrium windows where missing. This includes removing the existing sheet metal flashing, installing pressure treated wood nailers with fasteners for the open brick/block cavity, installing high-temperature ice and water shield, and 24 gauge coping to match existing. Please note that the demolition and abatement of the existing roof is being proposed to be performed after work hours (5PM-3AM) to avoid staff and contractor exposure and to coordinate drying in the roof during the day for best environmental conditions. If demolition work cannot be performed after hours, this change proposal will need to be revised to include air monitoring for duration of scope.

Roof demolition was scheduled to begin on 11/7/23, schedule impact for this change order is 50 days as work is now scheduled to start on 12/27/23 or later dependent on temperature requirements.

ATTACHMENTS:

[illegible]

	Roof System												
4	17-108 - Demo Inside Room	Harper Competent Person Night Demolition (10 days OT)	LABOR	\$ 4,500.00	\$ 2,777.85	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$7,277.85
5	01-817 - Employee -Subsistence	Employee Subsistence (10 days))	OTHER	\$ 300.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 21.00	\$321.00
6	01-110 - Superintendent-Level 3	Superintendent (16 hrs)	LABOR	\$ 1,200.00	\$ 740.76	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$1,940.76
7	01-104 - Project Manager	PM (12 hrs)	LABOR	\$ 840.00	\$ 518.53	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$1,358.53
8	01-105 - Assistant Project Manager	APM (10 hrs)	LABOR	\$ 500.00	\$ 308.65	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$808.65
9	01-114 - Field Engineer	FE (10 hrs)	LABOR	\$ 250.00	\$ 154.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$404.33
Subtotal:				\$ 26,548.00	\$ 4,500.12	\$379.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$31,448.28
AGC FEE (0.05% OF TOTAL): 0.05% Applies to all line item types.													\$ 15.72
INSURANCE (0.50% OF TOTAL): 0.50% Applies to all line item types.													\$ 157.32
BUILDERS RISK INSURANCE (COASTAL 0.5% or NON-COASTAL 0.25%): 0.25% Applies to all line item types.													\$ 79.05
LICENSES & PERMITS (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 317.00
HARPER BOND (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 320.17
FEE (15% OF L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.													\$ 1,868.04
FEE (5% OF SUB): 5.00% Applies to SUBCONTRACT.													\$ 994.20
Grand Total:													\$35,199.78

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.



DEMOLITION & ASBESTOS REMOVAL, INC.

4716 Hilltop Road, Greensboro, NC 27407

October 12th, 2023
Westside WWTP-Asbestos Abatement Proposal
Page 01

Sent Via Email to: Cscales@harpergc.com

Attn: Colt Scales
Harper General Contractors, Environmental Systems
1310 South Tryon Street, Suite 106
Charlotte, NC 28203

Project Location: 1044 West Burton Road, Thomasville, NC 27360

Colt,

Per site visit and verbal discussions. Demolition and Asbestos Removal Inc. (DARI), a D.H. Griffin Company, and NC HUB Certified WBE owned company proposes to provide the necessary supervision, labor, materials, equipment, and insurance to remove assumed asbestos containing materials roofing materials. DARI proposes to:

Scope: Asbestos Removal
Completion time: 2-weeks

- Perform all work in compliance with all federal, state, and local regulations.
- DARI will furnish supervisor and workers with current AHERA accreditations to perform work.
- Remove asbestos and less than 1% asbestos identified in S&ME report dated 10-4-2023.
- DARI to remove the following roofs fields approximately 7400SF and 200LF of flashing.
 - Lower roof--** membrane roof system and DARI will remove roofing down to precast Roof deck. Assuming roofing is 5-inches thick.
 - Lower Roof –** Flashing cement around the perimeter and equipment. Flashing will be 1ft up and 1ft out for removal purposes.
 - Upper Roof-** membrane roof system and DARI will remove roofing down to precast roof deck. Assuming roofing is 5-inches thick.
- DARI to provide fall protection for its employees using “Raptor” roofing cart.
- DARI to provide OSHA required flagging for its employees.
- DARI to provide (3) days of Third Party air monitoring of adjacent areas and (2) visual Clearances.
- DARI will provide its own “lull” and dump hoppers to remove its debris generated.
- DARI will use its own internal trucking to provide packaging, transportation, and disposal of the debris it generates.
- Work area will be left in “broom swept” manner upon completion of work.
- Upon request DARI will provide to the owners asbestos oversight all employees: certificate of training, Written Medical Opinion, and respirator fit test records.

Assumptions:

- Work performed as one phase under a single mobilization. With work hours M-F 7A-5:30P.
- Source of water will be provided to DARI.(1-hose bib) and temporary power for charging small Tools.
- Coping will be removed by roofing contractor.
- Under base bid roofing will be removed in a continuous“tear off”
- Top layer of roofing membrane has been found to have trace amounts less than 1% asbestos this material will be removed and taken to a landfill that accepts asbestos waste and disposed of as C&D.
- DARI will not remove any “hot mopped” or hot welded products off the precast substrate.
- Adequate space for at least (2) dumpsters will be provided onsite.

Exclusions:

- Removal of car tar coatings, hot mops/welded, products off the concrete substrate.
- Weekend work within base bid and night work provided as an alternate.
- Removal of flashing/coping and or parapet wall sealants as they are non-asbestos.
- Additional costs associated with background screening and or drug testing.
- Selective demo of chimney and or windows under base bid.
- Temporary weather protection measures and dry in.
- Protection measures for equipment below work area.

DARI will perform the above outlined scope of work for the following sum(s):

1. Asbestos Abatement-Base Bid

Forty-Two Thousand Four Hundred and Sixty Dollars

\$42,460.00

Add/Alternates:

<i>Title</i>	<i>Description</i>	<i>Cost Impact</i>	<i>Initial for Approval</i>
<i>Add/Alt- 01-After hours work. 5pm-3am.</i>	<i>DARI to perform work after hours, and provide light towers for its task lighting. (dry in by roofers during the day)</i>	<i>Add: \$6,480.00 to base bid</i> <i><u>Revised Lump Sum: \$48,940.00</u></i> <i>Completion Time: Add 2-days</i>	
<i>Add/Alt-02-Additional air monitoring</i>	<i>DARI to provide additional air monitoring and or oversight/clearances.</i>	<i>Add: \$600.00 each</i>	

October 12th, 2023
Westside WWTP-Asbestos Abatement Proposal
Page 02

If you have any questions, please feel free to contact me at (336) 908-6042 or epayne@daricorp.com.

Respectfully,

Eric Payne
Project Manager/Estimator



We hereby exclude the following: Responsibility for locating and marking utilities within the demolition limits; protection of utilities not marked within the limits of demolition; shoring and bracing of structures to remain; cost of performance and payment bonds; removal and disposition of any hazardous or asbestos materials except those items, if any, which are described and itemized above, whether concealed or not. All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of Demolition and Asbestos Removal, Inc.'s (DARI) scope of work (contract or subcontract) DARI will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than (90) days from date of invoice. The undersigned further agrees to pay to Demolition and Asbestos Removal, Inc.'s (DARI), a reasonable attorney's fee if the obligation evidenced hereby collected by an attorney-at-law after maturity. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature

Name and Title

Date of Acceptance

Emily Skibenes

From: Colton Scales
Sent: Thursday, October 12, 2023 2:43 PM
To: Emily Skibenes
Cc: Patrick Wiestling
Subject: FW: Westside WWTP tear off deduct

Emily - See below for Pickens' deduct for the roof demo.

Colton Scales | Assistant Project Manager
Harper General Contractors, Environmental Systems
d [704.790.8410](tel:704.790.8410) c [864.535.3028](tel:864.535.3028) HarperGC.com

From: Ben Pickens III <ben@pickenscontracting.com>
Sent: Thursday, October 12, 2023 1:59 PM
To: Colton Scales <CScales@HarperGC.com>
Subject: Westside WWTP tear off deduct

EXTERNAL EMAIL

Colton

The tear off deduct is \$36,814.00. But if the asbestos sub doesn't want to tear off the coping, Add \$1,922.00 for us to remove it.

thanks,

Ben Pickens

Chief Operations Officer

ben@pickenscontracting.com

Pickens Contracting, Inc.

P.O. Box 639 Reidville, SC 29375 (Mailing Address)

1 Century Place Greer, SC 29651 (Physical Address)

1111 Berry Shoals Road, Greer, SC 29651 (Shipping Address)

o. 864-582-3485 f. 864-226-3407

Emily Skibenes

From: Ben Pickens III <ben@pickenscontracting.com>
Sent: Monday, September 25, 2023 11:52 AM
To: Emily Skibenes
Cc: Patrick Wiestling; Colton Scales
Subject: RE: Westside WWTP - Metal Flashing CO

EXTERNAL EMAIL

Emily

Labor and material to properly cover wall outline below(both sides of clerestory window). Cost \$4,910.00

1. Remove existing sheet metal flashing.
2. Provide and install pressure treated Wood Nailers with proper fasteners for open brick/block cavity.
3. Provide and install High-temperature ice and water shield.
4. Fabricate and install 24 gauge coping color to match window.

Please call me if you have any questions.

Thanks,

Ben Pickens

Chief Operations Officer

ben@pickenscontracting.com

Pickens Contracting, Inc.

P.O. Box 639 Reidville, SC 29375 (Mailing Address)

1 Century Place Greer, SC 29651 (Physical Address)

1111 Berry Shoals Road, Greer, SC 29651 (Shipping Address)

o. 864-582-3485 f. 864-226-3407

From: Emily Skibenes <ESkibenes@HarperGC.com>
Sent: Monday, September 25, 2023 10:26 AM
To: Ben Pickens III <ben@pickenscontracting.com>
Cc: Patrick Wiestling <PWiestling@HarperGC.com>; Colton Scales <CScales@HarperGC.com>
Subject: [External] Westside WWTP - Metal Flashing CO

Hi Ben,

I wanted to follow up with you to see if you were able to put together change order pricing to replace the missing metal flashing around the atrium windows at Westside? Please let me know if you have any questions.

Thank you,



EMILY SKIBENES

Project Manager

1310 South Tryon St. | Suite 106 | Charlotte, NC, 28203

d 704.790.8408 c 914.471.5049 HarperGC.com



Environmental Systems Division
1310 South Tryon Street, Suite 106
Charlotte, North Carolina 28203
Phone: +17047908400

Project: 23-504-Westside WWTP Sludge
Dewatering System Improvements

Project Manager: Emily Skibenes
(914) 471-5049
eskibenes@harpergc.com

CHANGE NOTIFICATION #007: RE-FEED CIRCUITS TO ADMIN BUILDING

DATE: 10/23/2023

TO: City of High Point
211 S. Hamilton Street
High Point, North Carolina 27260

ATTENTION:

INITIATED BY: Emily Skibenes

SCHEDULE IMPACT: 11 days

SOURCE:

DESCRIPTION:

Re-Feed Circuits to Admin Building

Per RFI #10 it was requested to repower 5EA circuits from panel 8L to panel 1J located in the downstairs laundry/HVAC room of the Admin Building in order to proceed with demolition of the existing panel 8L. It was also requested to disconnect Panel 1E from MCC10 and re-feed via Panel 1B located in the laundry/HVAC room of the Admin Building, as re-feeding this panel will keep the Admin PLC and SCADA server from losing power during this project.

This change proposal includes installing a new feeder between panel 1B to panel 1E and temporarily re-feeding circuits in panel 8L from panel 1X in the admin building as directed per RFI #10.

This will require adding a 40A breaker in panel 1X, installing a #6 cable from panel 1X to 1E, make joints on existing feeder cables going to panel 10E in Digester Building. In Digester Building install a #6 cable from panel 10E to a new temporary panel, make joints in panel 10E to feed new temporary panel. From the new temporary panel install 12/3 Romax cable to refeed circuits identified in RFI #10 from panel 8L. Core drill 3" hole through floor of admin building for new feed. Please see attached sketch for reference.

Please note approval to proceed is needed within 2 weeks for submitted pricing and schedule impact to remain.

ATTACHMENTS:

[illegible]

3	02-103 - Sawcut Concrete	Core Drill Hole for Raceway	SUBCONTRACT	\$ 600.00	\$ 0.00	\$ 12.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 612.00
4	01-110 - Superintendent-Level 3	Superintendent (10 hrs)	LABOR	\$ 750.00	\$ 462.98	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$1,212.98
5	01-104 - Project Manager	PM (6 hrs)	LABOR	\$ 420.00	\$ 259.27	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$679.27
6	01-105 - Assistant Project Manager	APM (4 hrs)	LABOR	\$ 200.00	\$ 123.46	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$323.46
7	01-114 - Field Engineer	FE (4 hrs)	LABOR	\$ 100.00	\$ 61.73	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$161.73
Subtotal:				\$ 16,753.44	\$907.44	\$305.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,966.55
AGC FEE (0.05% OF TOTAL): 0.05% Applies to all line item types.													\$ 8.98
INSURANCE (0.50% OF TOTAL): 0.50% Applies to all line item types.													\$ 89.88
BUILDERS RISK INSURANCE (COASTAL 0.5% or NON-COASTAL 0.25%): 0.25% Applies to all line item types.													\$ 45.16
LICENSES & PERMITS (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 181.11
HARPER BOND (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 182.92
FEE (15% OF L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.													\$ 366.70
FEE (5% OF SUB): 5.00% Applies to SUBCONTRACT.													\$ 801.50
Grand Total:													\$19,642.80

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.



September 25, 2023

RE: Westside W.W.T.P. Temporary feed for circuits in panel "LP8M" from panel "1X"

Emily Skibenes

COOPER WILL FURNISH AND INSTALL THE FOLLOWING

Temporary refeed circuits in panel "LP8M" from panel "1X" located in the Admin building. Herer is the scope of work that will be involved.

- 1 – Add 40amp breaker in panel "1X".
- 2 – Install a # 6 cable from panel "1X" to panel "1E". make joints on existing feeder cables
Going to panel "10E" in Digester building.
- 3 – In Digester building install a # 6 cable from panel "10E" to New temporary panel.
Make joints in panel "10E" to feed new temp. panel.
- 4 – From the new temp. panel install 12/3 Romax cable to refeed circuits # 3, 22,20.38/40
In panel "LP8M".
- 5 – Included is a drawing to clarify this proposal.

Base Price -- \$5,873.00

Note:

- 1 – Core Drilling and patching by others.

COOPER ELECTRICAL CO.

Emory Kimrey

Director of Utility Construction



September 21, 2023

RE: Westside W.W.T.P. refeed panel "1E" from panel "1B" in Admin building.

Emily Skibenes

COOPER WILL FURNISH AND INSTALL THE FOLLOWING

1 – Material and Labor to install a new feeder between panel "1B" located in the basement of the admin building to panel "1E" located on the first floor of the admin building. Will disconnect The existing feeder coming from MCC-10. This will keep the PLC and SCADA server from losing power during construction.

Note:

1 – Core Drilling and patching by others.

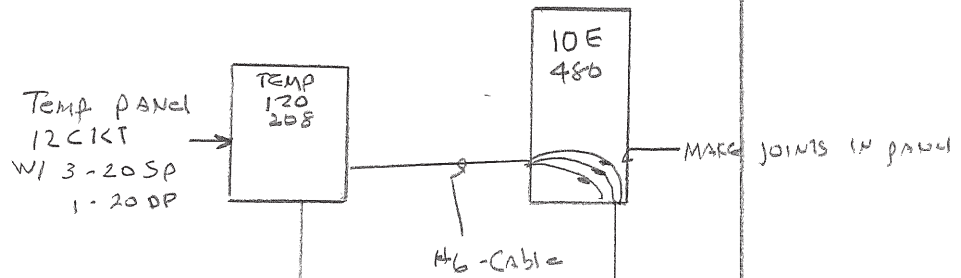
Lump Sum Price \$8,810.44

COOPER ELECTRICAL CO.

Emory Kimrey

Director of Utility Construction

DIGESTER BL. UPSTAIR



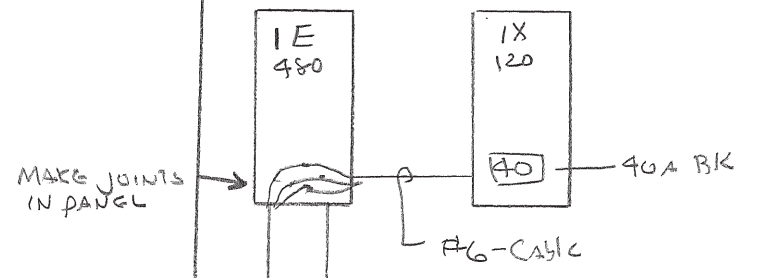
#12 Romax Cable To
Feed Circuit # 3, 22, 20, 38/40

REUSE OLD Feeder

EXISTING FEEDER

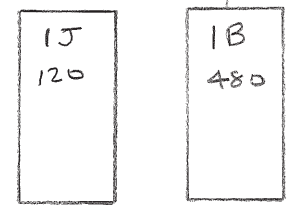
ADMIN BL

1ST Floor



NEW FEEDER

Basement





Change Notification # 008

Project: 23-504-Westside WWTP Sludge
Dewatering System Improvements

Environmental Systems Division
1310 South Tryon Street, Suite 106
Charlotte, North Carolina 28203
Phone: +17047908400

Project Manager: Emily Skibenes
(914) 471-5049
eskibenes@harpergc.com

CHANGE NOTIFICATION #008: FEEDER TO MCC10 BUCKET

DATE: 10/12/2023

TO: City of High Point
211 S. Hamilton Street
High Point, North Carolina 27260

ATTENTION:

INITIATED BY: Emily Skibenes

SCHEDULE IMPACT: 2 days

SOURCE:

DESCRIPTION:

Feeder to MCC10 Bucket

Per RFI 12, the existing bucket for "Feeder to MCC10" cannot be relocated to MCC-SPB-2 as shown as the breaker size and manufacturers are different and not compatible. This change proposal includes labor, materials, and equipment required to furnish and install a new 200A Eaton bucket for "Feeder to MCC10" Section 3J of MCC-SPB-2. Existing feeder wiring for MCC10 will be reconnected to MCC-SPB-2 after demolition of MCC8. A junction box will be located near MCC8 for connections to the existing feeders.

ATTACHMENTS:

[illegible]

5	01-114 - Field Engineer	FE (2 hrs)	LABOR	\$ 50.00	\$ 30.87	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$80.87
Subtotal:				\$ 24,044.78	\$364.21	\$469.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,878.09
AGC FEE (0.05% OF TOTAL): 0.05% Applies to all line item types.													\$ 12.44
INSURANCE (0.50% OF TOTAL): 0.50% Applies to all line item types.													\$ 124.45
BUILDERS RISK INSURANCE (COASTAL 0.5% or NON-COASTAL 0.25%): 0.25% Applies to all line item types.													\$ 62.54
LICENSES & PERMITS (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 250.78
HARPER BOND (1% OF TOTAL): 1.00% Applies to all line item types.													\$ 253.28
FEE (15% OF L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.													\$ 147.18
FEE (5% OF SUB): 5.00% Applies to SUBCONTRACT.													\$ 1,230.02
Grand Total:													\$26,958.78

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.



September 201 2023

RE: Westside W.W.T.P.200amp. Breaker and feeder

Emily Skibenes

COOPER WILL FURNISH AND INSTALL THE FOLLOWING

- 1 – 250AF/200AT Eaton Circuit Breaker Bucket.
- 2 – Conduit and Wire between MCC-SPB-2 and MCC-10

Note:

- 1 – 200amp Breaker Bucket lead time is 7 weeks
- 2 – Core Drilling and patching by others.

Lump Sum Price \$23,454.78

COOPER ELECTRICAL CO.

Emory Kimrey

Director of Utility Construction

Environmental Systems Division
1310 South Tryon Street, Suite 106
Charlotte, North Carolina 28203
Phone: +17047908400

Project: 23-504-Westside WWTP Sludge
Dewatering System Improvements

Project Manager: Emily Skibenes
(914) 471-5049
eskibenes@harpergc.com

CHANGE NOTIFICATION #009: BRIDGE CRANE FOOTERS MODIFICATION

DATE: 10/20/2023

TO: City of High Point
211 S. Hamilton Street
High Point, North Carolina 27260

ATTENTION:

INITIATED BY: Emily Skibenes

SCHEDULE IMPACT: 0 days

SOURCE:

DESCRIPTION:

Bridge Crane Footer Modification

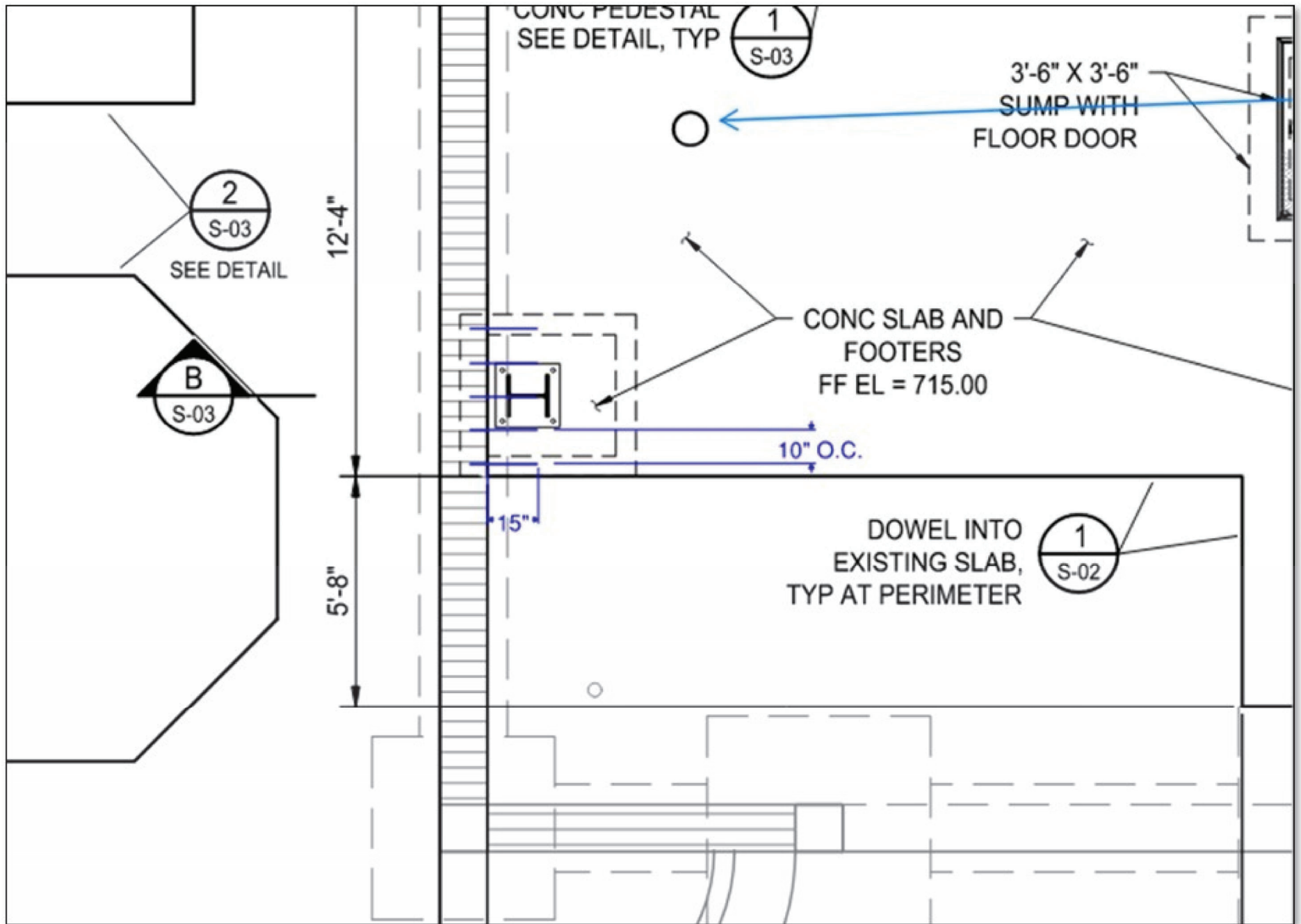
This change proposal includes a deduction of labor, materials, and equipment to modify 2 EA bridge crane footers per attached detail.

ATTACHMENTS:

[illegible]

Subtotal:	(\$6,158.00)	(\$1,111.14)	(\$76.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$39.06)	(\$-7,384.20)
AGC FEE (0.05% OF TOTAL): 0.05% Applies to all line item types.										(\$3.69)
INSURANCE (0.50% OF TOTAL): 0.50% Applies to all line item types.										(\$36.94)
BUILDERS RISK INSURANCE (COASTAL 0.5% or NON-COASTAL 0.25%): 0.25% Applies to all line item types.										(\$18.56)
LICENSES & PERMITS (1% OF TOTAL): 1.00% Applies to all line item types.										(\$74.43)
HARPER BOND (1% OF TOTAL): 1.00% Applies to all line item types.										(\$75.18)
FEE (15% OF L, M, E, OTH): 15.00% Applies to Allowance, MATERIAL, Temporary, LABOR BURDEN, OVERTIME LABOR, Equipment Rented, LABOR, OTHER, EQUIPMENT INTERNAL, and Accrued Taxes.										(\$541.11)
FEE (5% OF SUB): 5.00% Applies to SUBCONTRACT.										(\$199.28)
Grand Total:										(\$8,333.39)

Unless otherwise noted herein, pricing is based on the work occurring and being completed between the date of this Potential Change Order and contract substantial completion. Any variance to schedule would require an adjustment to this Potential Change Order in time and money to account for additional direct costs required to procure, install and/or manage this scope of work. Pricing is valid for 30 days from the date of this Potential Change Order.



BRIDGE CRANE SUPPORT
COLUMN, TYP
(SEE SHEET S-04)

EXISTING
MASONRY WALL

REPAIR CMU AS REQ'D

TEMPORARY SHORING REQ'D
UNDER VERTICAL MASONRY
WALL FOR NEW FOUNDATION

#6 VERT. DOWELS @ 10" O.C.,
DRILL AND EPOXY GROUT INTO
CONC FOOTING. LAP LENGTH
48 BAR DIAMETERS EW.

MAINTAIN 2" CLEAR

4 SETS OF #5 @ 10" O.C. EPOXY
DOWELLED INTO EXISTING
CONCRETE WALL; TIE THE
DOWELS INTO THE #6 BARS @
10" O.C.

FIELD
VERIFY

1'-10"

1'-0"

15 in

1'-0"

0'-5"

#6 @ 10" O.C. TOP AND
BOT. BOTH WAYS TYP. @
THICKENED AREA

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Waterview Pump Station Force Main Extension, Change Order Number 4 Baker Underground Inc	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A – Change Order # 4	

PURPOSE: To approve Change Order Number 4 to Baker Underground Inc for additional items that occurred outside of the scope of the original contract for the Waterview Pump Station Force Main Extension Project.

BACKGROUND: The purpose of the of the force main extension project was to increase the capacity of the Waterview Pump Station. The City Council approved the original contract on May 2, 2022, to Baker Underground Inc for \$2,767,305.00. There were three previous change orders for the project.

Change Order Number 4 includes additional costs associated with the emergency replacement of 1,600 linear feet of the Waterview Force Main that was constructed in 2005 and is in poor condition. The section of force main to be replaced is in the 1500 Block of Skeet Club Road.

Change Order #4 also includes an additional 194 calendar days to the contract.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECCOMENDATION/ACTION REQUESTED Public Services is recommending that Council approve Change Order Number 4 to Baker Underground Inc. in the amount of \$734,220, and a 194-day extension to the contract end date. Upon approval of Change Order No. 4, the new total contract amount will be increased to \$4,149,283.81.



CHANGE ORDER NO.: 4

Owner: **City of High Point** Owner's Project No.: ---
 Engineer: **Davis-Martin-Powell** Engineer's Project No.: **200077**
 Contractor: **Baker Underground, Inc.** Contractor's Project No.: ---
 Project: **Waterview Pump Station Forcemain Extension**
 Contract Name:
 Date Issued: **October 26, 2023** Effective Date of Change Order: **Date signed by Owner**

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

Description:

Additional costs associated with replacing approximately 1,600 feet of existing 16" sewer force main in Skeet Club Road, from Braddock Road to approximately 1,600 feet east of Braddock Road . The existing force main pipe in Skeet Club Road is corroded and needs to be replaced.

Attachments:

- 1) **Recommendation Letter from Davis-Martin-Powell**
- 2) **Vicinity Map**
- 3) **Cost estimate proposal from Baker Underground**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 2,767,305.00		Substantial Completion: 210 Calendar Days	
		Ready for final payment: 210 Calendar Days	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:	
\$ 647,758.81		Substantial Completion: 115 Calendar Days	
		Ready for final payment: 115 Calendar Days	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,415,063.81		Substantial Completion: 325 Calendar Days	
		Ready for final payment: 325 Calendar Days	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 734,220.00		Substantial Completion: 163 Calendar Days	
		Ready for final payment: 194 Calendar Days	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,149,283.81		Substantial Completion: 488 Calendar Days	
		Ready for final payment: 519 Calendar Days	

Recommended: **Davis-Martin-Powell**
 By: Andrew P. Larrick

Title: **Andrew P. Larrick, PE – Project Manager**

Date: **10/26/2023**

Authorized: **City of High Point**

By:

Title: **Robby D. Stone – Public Services Director**

Date:

Accepted: **Baker Underground, Inc.**

David R. Baker

David R. Baker - President

10/26/2023

Approved by Funding Agency (if applicable)

October 25, 2023

Re: City of High Point, NC
Waterview Pump Station
Force Main Extension
DMP Project 200077 (BF)

Mr. Derrick Boone
City of High Point
Public Services Department
PO Box 230
High Point, NC 27261

Dear Derrick:

On August 1, 2023, a pipeline break occurred on the existing 16" sewer force main in Skeet Club Road, approximately 500 feet east of Braddock Road. During the process of making repairs to the pipeline, the existing ductile iron pipe was found to be poor condition due to internal corrosion. This section of force main was installed in 2005. There is an existing air release valve near the location where the pipeline failure occurred. This air release valve was probably not functioning properly for some period of time, causing corrosive sewer gas to become trapped inside the upper portion of the pipe, which in turn caused the internal pipe corrosion.

Most of the existing force main along Skeet Club Road was replaced as part of the recently completed NCDOT project to widen Skeet Club Road, because much of the existing force main was in conflict with proposed roadway and drainage improvements. This particular section of existing force main, from Braddock Road to approximately 1,600 feet east of Braddock Road, was not in conflict with the proposed roadway and drainage improvements, so it was not replaced as part of the road widening project. No one knew that this section of pipe was in poor condition, otherwise it would have also been replaced as part of the road widening project.

A short section of the existing force main was repaired the same day when the pipeline break happened in August. It would not be practical to perform any type of meaningful internal condition assessment of the existing pipeline, since the existing force main cannot be taken out of service for more than about 6 hours. Considering that limitation, the age of this section of pipe (18 years old), and the probability that more of this section of pipeline is likely in poor condition, City staff decided it would be best to replace the entire 1,600± feet of existing force main which remains from 2005.

Baker Underground's construction contract for the Waterview Pump Station Force Main Extension has not been closed out yet. Considering the urgency of the situation, Baker Underground was asked to provide a cost estimate to replace this section of force main as a change order to their current contract. Baker provided an estimated cost proposal of \$734,220 to perform the work. Baker anticipates that it will take approximately 6 – 8 weeks to complete the work from the time they are authorized to proceed.

DMP has evaluated the estimated quantities and unit prices provided by Baker Underground. In our opinion, the estimated quantities and unit prices are reasonable for the proposed work to be performed, and we recommend that the City approve the proposed change order.

Baker Underground stated that they can order necessary materials immediately upon receiving authorization to proceed, and they would mobilize their equipment and crews shortly thereafter. If authorized to proceed by 11/7/2023, Baker anticipates that the work can be completed by the end of December 2023, assuming no abnormally inclement weather conditions.

DMP appreciates the opportunity to assist City staff with this project, and if you have questions, or need any additional information, please let me know.

Sincerely,

DAVIS • MARTIN • POWELL & ASSOCIATES



Andrew P. Larrick, PE

Attachments:

Vicinity Map for Proposed Force Main Replacement
Cost Estimate Proposal from Baker Underground

C: Robby Stone, PE
Allan Hicks, PE
Joe Holden
File



Measure distance
Total distance: 1,600.11 ft (487.71 m)

From Baker Underground
October 25, 2023

High Point Skeet Club FM Repair

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
2.	Clearing & grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
3.	16" PVC forcemain	1640	LF	\$ 220.00	\$ 360,800.00
4.	CAVV in 5' dia. precast manhole	1	Ea	\$ 28,000.00	\$ 28,000.00
5.	Tracer wire	1640	LF	\$ 3.00	\$ 4,920.00
6.	Tracer wire access box	2	Ea	\$ 1,000.00	\$ 2,000.00
7.	16" DI Fittings	2320	LB	\$ 15.00	\$ 34,800.00
8.	Trench rock removal	50	CY	\$ 150.00	\$ 7,500.00
9.	Trench Stabilization Stone	80	Ton	\$ 80.00	\$ 6,400.00
10.	Select backfill borrow material	50	CY	\$ 140.00	\$ 7,000.00
11.	Driveway and Shoulder Stone	40	Ton	\$ 100.00	\$ 4,000.00
12.	Remove & replace concrete sidewalk	6000	SF	\$ 16.00	\$ 96,000.00
13.	Remove and replace HCR	2	EA	\$ 3,000.00	\$ 6,000.00
14.	Remove & replace concrete curb & gutter	150	LF	\$ 50.00	\$ 7,500.00
15.	Remove & replace asphalt roadway	125	SY	\$ 300.00	\$ 37,500.00
16.	Abandon Existing ARMH	1	Ea	\$ 8,000.00	\$ 8,000.00
17.	Temp. silt fence	1700	LF	\$ 5.00	\$ 8,500.00
18.	Stone outlets in silt fence	4	Ea	\$ 300.00	\$ 1,200.00
19.	Erosion Control Matting (as directed by Engineer)	200	SY	\$ 20.00	\$ 4,000.00
20.	Inlet protection (structure or pipe)	3	Ea	\$ 300.00	\$ 900.00
21.	Seeding & mulching	1.0	Acre	\$ 10,000.00	\$ 10,000.00
22.	Traffic Control	1.0	LS	\$ 12,000.00	\$ 12,000.00
23.	Tie-in to existing	2.0	Ea	\$ 10,000.00	\$ 20,000.00
24.	Abandon existing line (Flowable Fill)	46.0	CY	\$ 700.00	\$ 32,200.00
TOTAL PROPOSAL				\$	\$ 734,220.00

COMMUNITY DEVELOPMENT & HOUSING
Code Enforcement Division



To: Greg Ferguson, Deputy City Manager
From: Thanena Wilson, Director, Community Development & Housing
Date: November 1, 2023
Re: Strategic Plan Update for Proactive Codes Enforcement

This report summarizes Local Codes Enforcement activities for the month of October 2023.

Minimum Housing

- **19** New Citizen Complaints
- **7** New City-initiated Cases
- Demolition Ordinances
 - **2** properties pending demolition
 - **1** owner-initiated demolition (***1707 Welborn St***)
 - **6** properties pending owner repairs (***1205 Filbert St, 1105 Forrest St, 524 Cross St, 1222 Carter St, 1004 Prospect St and 337 Wingo St***)

Public Nuisance

- **61** New Citizen Complaints
- **92** New City-initiated Cases
- **172** Cases Abated
 - **25** City-abated
 - **147** Owner-abated

Zoning

- **22** New Citizen Complaints
- **23** New City-initiated Cases
- **86** Signs collected

Total Active Cases (503)

- **239** Minimum Housing
- **119** Public Nuisance
- **145** Zoning

Attachments: 1) Monthly report table **2)** Photos – 1445 N. Hamilton St.



		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
1. Minimum Housing											
	a. Minimum Housing Complaints	29	15	12	16	22	17	25	30	16	19
	b. Active Minimum Housing Cases	253	245	241	245	243	235	233	229	236	239
	d. Cases Taken Before City Council										
	i. For Demolition	1	3	2	0	1	3	0	0	0	0
	e. City Demolished Houses	0	1	2	0	0	1	4	2	0	0
2. Public Nuisance											
	a. Public Nuisance Complaints (incl. unsecured	44	28	46	140	215	136	121	117	101	61
	b. Active Public Nuisance Cases	76	60	65	196	194	139	201	188	183	119
	c. City abated PN Cases	14	18	11	8	88	72	28	47	59	25
	d. Owner abated PN Cases	38	56	46	35	196	119	116	164	157	147
3. Zoning											
	a. Zoning Complaints (Vehicles, Signs, Banners)	18	20	15	17	17	18	23	21	16	22
	b. Active Zoning Cases	123	123	109	94	108	118	129	158	152	145
	c. Signs collected	124	45	55	61	146	113	147	189	76	86
		TOTAL ACTIVE CASES - 503									

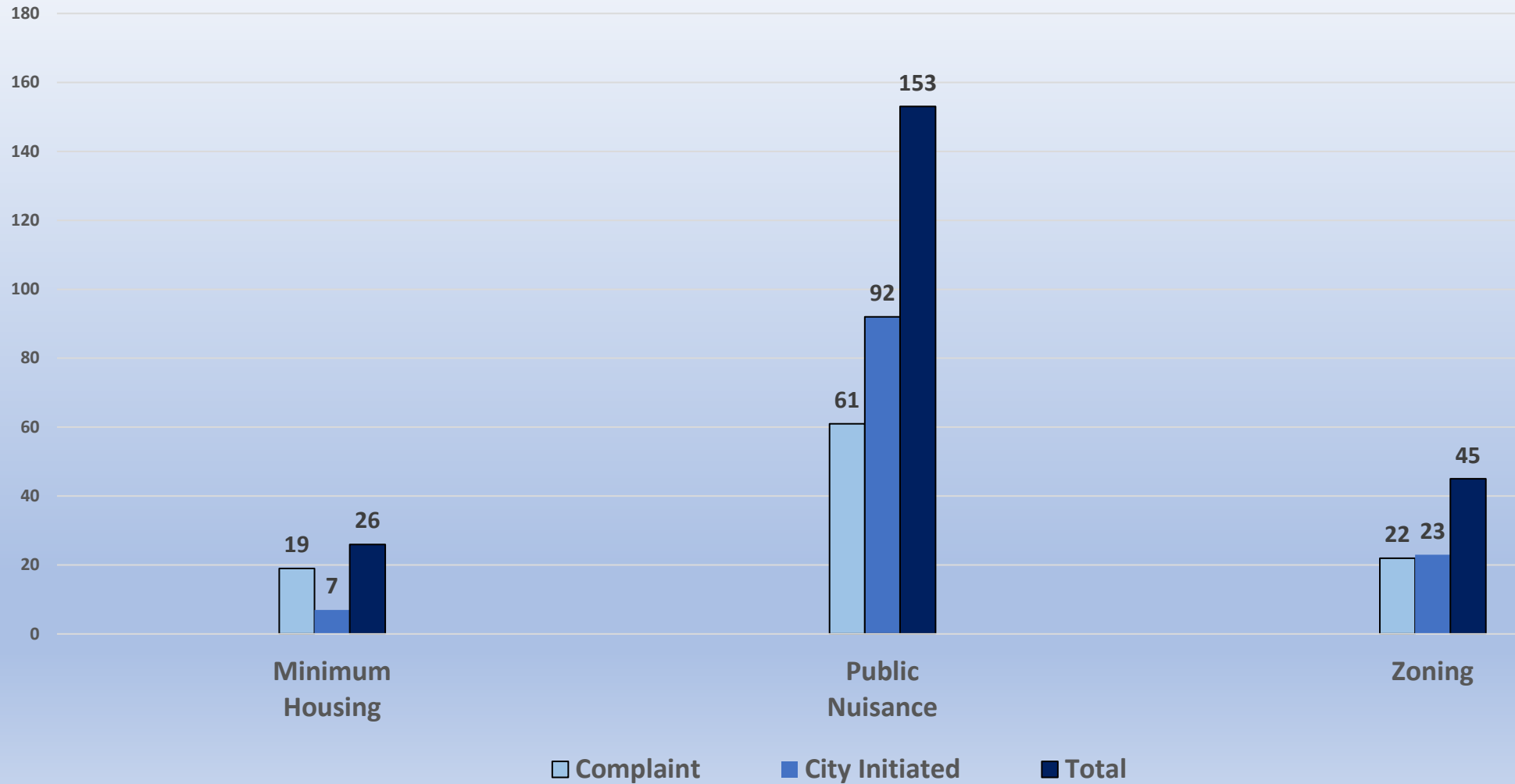


CITY OF HIGH POINT STRATEGIC PLAN UPDATE October 2023

Community Development & Housing
Local Codes Enforcement
November 6, 2023



New Cases October 2023





**1445 N. Hamilton St.
Inspected 2016**













Repaired October 2023





















CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing Regarding Updated System Development Fees and Implementation Schedule	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: October 24, 2023
ATTACHMENTS: Resolution Exhibit A – Implementation Schedule Presentation	

PURPOSE: Hold a public hearing and approval of a resolution adopting updated System Development Fees (SDF) and implementation schedule for High Point’s water and sewer system.

BACKGROUND: SDF’s are governed by North Carolina General Statute 162A Article 8 and are calculated and charged based on a water and sewer system’s cost of the capacity to serve a newly developed Equivalent Residential Unit (ERU). The revenues from SDF’s are accounted for separately and must be used for expansion and/or rehabilitation projects.

SDF’s pay for the capacity of water and/or sewer service provision which is attributed to new development and ensure that growth pays for itself as new connections are added to the existing infrastructure. The proposed fees were posted on the City’s website for the required 45-day comment period and were also shared directly with the development community.

A public hearing is required to be held prior to adoption of the updated fees.

BUDGET IMPACT: Revenues from SDF’s are dependent upon the number and size of water and sewer connections installed each year. There is no cost to existing water and sewer customers for their existing services.

RECCOMENDATION/ACTION REQUESTED: Staff recommends approval of the attached resolution adopting updated System Development Fees and associated implementation schedule.



**RESOLUTION AUTHORIZING THE HIGH POINT CITY COUNCIL TO ESTABLISH
AND ADOPT SYSTEM DEVELOPMENT FEES ASSESSED BY THE WATER AND
SEWER FUNDS ACCORDING TO THE PROVISIONS OF GS 162A, "NORTH
CAROLINA WATER AND SEWER AUTHORITIES ACT"**

WHEREAS, The City of High Point ("City") is a local political subdivision of the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, N.C.G.S. §160A-312 provides authority for cities to acquire, construct, establish, enlarge, improve, maintain, own and operate public enterprises to furnish services to the City and its citizens; and

WHEREAS, the City owns certain public service enterprise facilities comprising a sanitary sewer system and a water system within the corporate limits of the city; and

WHEREAS, Article 8 of Chapter 162A of the North Carolina General Statutes provides the authority for cities to establish and adopt system development fees for public water and sewer systems in North Carolina; and

WHEREAS, system development fees may be updated every 5 years; and

WHEREAS, the City currently uses System Development Fees to assess costs for new development connections within its corporate limits; and

WHEREAS, the City finds that establishing System Development Fees, which include water and sewer system development fees, charged to new development connections provides a more effective calculation for costs to the City; and

WHEREAS, as part of the calculation and consideration of the adoption of System Development Fees, a professional written supporting analysis was conducted that calculated appropriate system development fee amounts; and

WHEREAS, the fee analysis was posted on the City website for not less than 45 days to solicit written comments; and

WHEREAS, the High Point City Council desires to update and adopt System Development Fees for calculating fees charged for water and sewer connections in new development within the City.

NOW, THEREFORE, BE IT RESOLVED by the High Point City Council that System Development Fees set forth in the terms and conditions attached hereto as "**EXHIBIT A**", are hereby established and adopted to become effective on January 1, 2024.

Adopted this the 6th day of November, 2023.

Jay W. Wagner, Mayor

ATTEST:

Sandra Keeney, City Clerk

System Development Fee Implementation Schedule

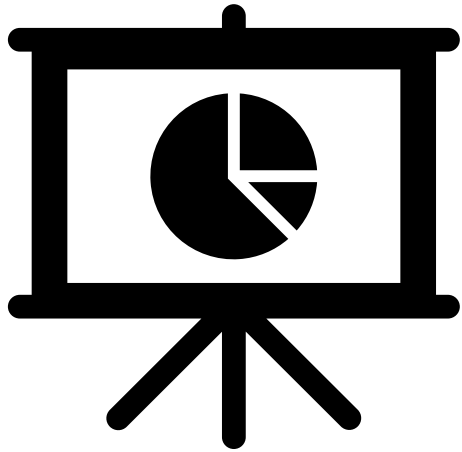
SDF Year	Fiscal Year	Percent Increase	Water SDF*	Sewer SDF*
1	2024 (Jan '24 – June '24)	10%	\$575.90	\$1,167.90
2	2025 (July '24 – June '25)	40%	\$1,140.70	\$1,496.70
3	2026 (July '25 – June '26)	70%	\$1,733.80	\$1,842.00
4	2027 (July '26 – June '27)	100%	\$1,988.00	\$1,990.00
5	2028 (July '27 – June '28)	100%	\$1,988.00	\$1,990.00

City of High Point, NC

Water and Sewer System Development Fee Study

Presentation to Finance Committee
September 28, 2023

Agenda



- Background
- Approach
- Calculations
- Resulting System Development Fees
- Path Forward

System Development Fees

- Fees charged for new connections joining the water and wastewater system and connections requiring additional system capacity
- Intended to recover the cost of constructing water and wastewater capacity, “growth pays for growth”
- Fees are applied based on units of service (representing potential demand on utility system)
- Fees are legislated in North Carolina
 - Public Water and Sewer System Development Fee Act (NC General Statutes - Chapter 162A Article 8) approved July 2017

Methodologies

Methodology	Description	Appropriate For
Buy-In Method	Fees are based on cost of constructing existing utility system	System with existing capacity to sell, or limited growth-related projects on CIP
Incremental Cost Method	Fees are based on planned growth-related capital improvements	System with limited or no existing capacity to sell, and CIP has a number of growth-related projects
Combined Method	Fees are based on cost of existing system and planned capital improvements	System with existing capacity to sell and planning to undertake growth-related capital projects on CIP

Recommend the use of Buy-In Method given the City has limited growth-related projects planned in their adopted CIP over the next six years.

Buy-In Method SDF Calculation

$$\text{System Development Fee} = \frac{\text{Value of System} - \text{Credit}}{\text{System Capacity (ERUs)}}$$

1) Value of Utility System

- Replacement Cost New Less Depreciation of Existing System Assets
 - Excluded non-core assets, such as master plans and studies, equipment, furniture, and supplies.

2) Credits

- Donated/contributed assets not funded by the Utility
- Outstanding principal on existing debt

3) System Capacity

- Capacity in utility system measured in units of service (Equivalent Residential Units or ERUs)





Water SDF Calculation

	Treatment / Supply / Pumping	Transmission / Distribution	Total
Gross Plant in Service Value	\$158,099,848	\$172,067,938	\$330,167,785
Total Value	\$158,099,848	\$172,067,938	\$330,167,785
<i>Less Credits</i>			
Outstanding Debt Principal	\$18,418,326	\$20,045,582	\$38,463,908
Donated and Non-Core System Assets	\$2,737,602	\$14,474,296	\$17,211,898
Net System Value	\$136,943,919	\$137,548,060	\$274,491,979
System Capacity - Million Gallons per Day	26.28	26.28	26.28
Level of Service per ERU (gallons per day)	185	185	185
Equivalent Residential Units (ERU)	142,268	142,268	142,268
System Development Fee Per ERU⁽¹⁾	\$992	\$996	\$1,988

(1) Existing SDF is \$419 SDF ¾" Meter, 3% inflation applied to account for adoption date



Sewer SDF Calculation

	Treatment	Collection / Conveyance / Pumping	Total
Gross Plant in Service Value	\$110,687,065	\$291,125,924	\$401,812,989
Total Value	\$110,687,065	\$291,125,924	\$401,812,989
<i>Less Credits</i>			
Outstanding Debt Principal	\$36,501,752	\$96,005,855	\$132,507,607
Donated and Non-Core System Assets	\$1,667,174	\$10,078,108	\$11,745,282
Net System Value	\$72,518,139	\$185,041,961	\$257,560,100
System Capacity - Million Gallons per Day	36.00	36.00	36.00
Level of Service per ERU (gallons per day)	270	270	270
Equivalent Residential Units (ERU)	133,333	133,333	133,333
System Development Fee Per ERU⁽¹⁾	\$560	\$1,430	\$1,990

(1) Existing SDF is \$1,077 SDF ¾" Meter, 3% inflation applied to account for adoption date

Scaling of System Development Fees

- SDFs must be applied based on units of service (represents potential demand)
- SDFs are often scaled by meter size based on hydraulic capacity significantly of meter
- Consistent with current practice, recommend the use of meter size for **both** water and **wastewater**

Meter size	Equivalent Residential Units (ERU)
3/4"	1.00
1"	1.67
1 1/2"	3.33
2"	5.33
3"	11.67
4"	16.67
6"	33.33
8"	53.33
10"	100.00
12"	156.67

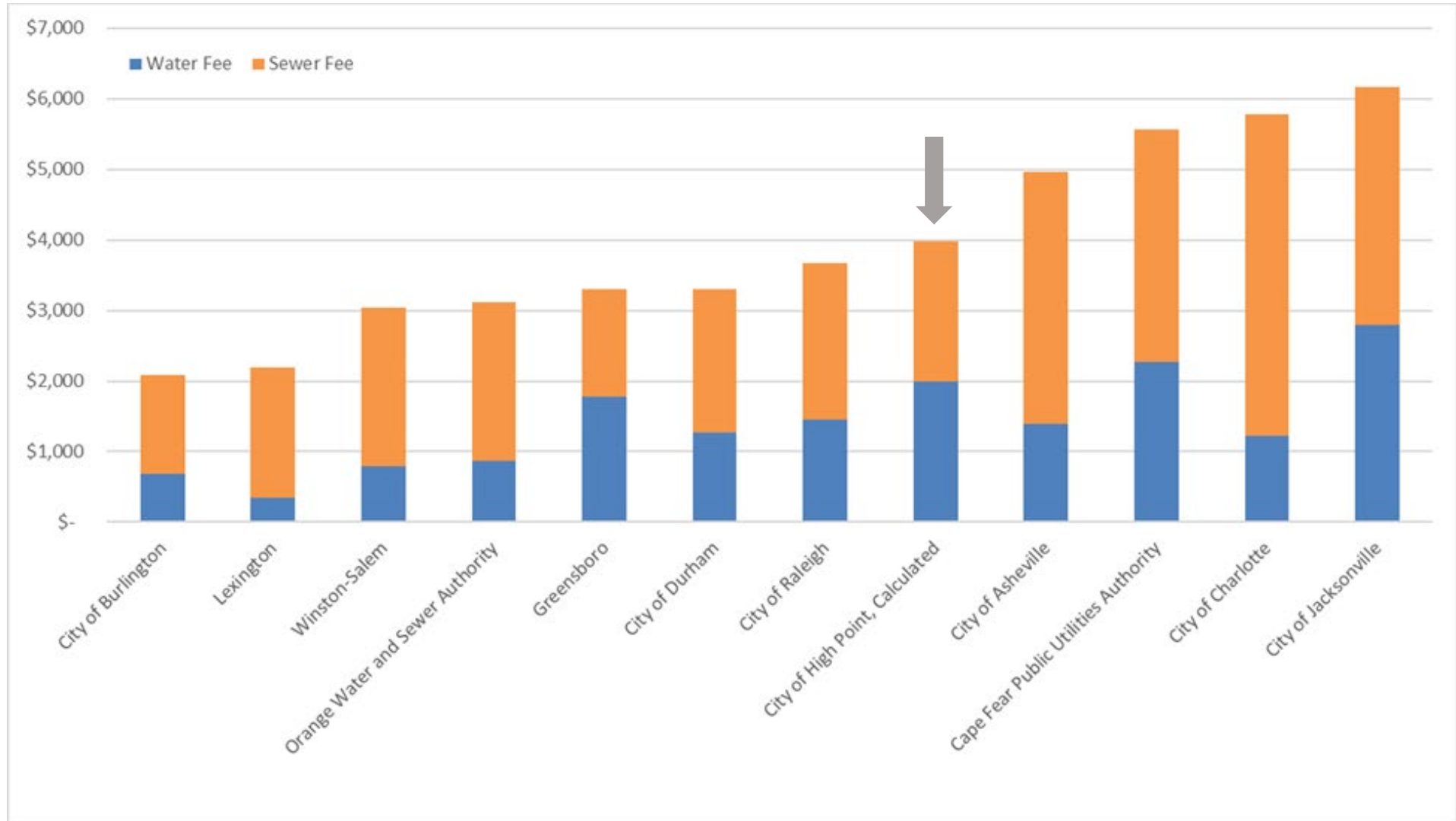
Calculated System Development Fees

Meter size	Current Water SDF	Calculated Water SDF	Change	Current Wastewater SDF*	Calculated Wastewater SDF	Change
3/4"	\$419	\$1,988	\$1,569	\$1,077	\$1,990	\$913
1"	\$699	\$3,313	\$2,615	\$1,794	\$3,317	\$1,523
1 1/2"	\$1,370	\$6,626	\$5,257	\$3,589	\$6,633	\$3,045
2"	\$2,235	\$10,602	\$8,368	\$5,742	\$10,613	\$4,872
3"	\$4,889	\$23,192	\$18,304	\$12,559	\$23,216	\$10,657
4"	\$8,380	\$33,132	\$24,752	\$21,530	\$33,166	\$11,636
6"	\$18,855	\$66,263	\$47,408	\$48,443	\$66,332	\$17,890
8"	\$22,346	\$106,021	\$83,676	\$57,410	\$106,131	\$48,722
10"	\$32,125	\$198,790	\$166,666	\$82,536	\$198,996	\$116,461
12"	\$60,056	\$311,438	\$251,382	\$154,295	\$311,760	\$157,466

Resulting Combined System Development Fees

Meter size	Current Combined SDF	Calculated Combined SDF	<i>Change</i>
3/4"	\$1,496	\$3,978	\$2,482
1"	\$2,493	\$6,630	\$4,137
1 ½"	\$4,958	\$13,260	\$8,302
2"	\$7,976	\$21,215	\$13,239
3"	\$17,448	\$46,408	\$28,961
4"	\$29,910	\$66,298	\$36,388
6"	\$67,298	\$132,595	\$65,298
8"	\$79,755	\$212,153	\$132,398
10"	\$114,660	\$397,786	\$283,126
12"	\$214,350	\$623,198	\$408,848

Benchmarking(?)



Recommendation

1. Based on the Buy-In Method, adopt and publish water and sewer system development fees through an incremental schedule up to amount calculated.

SDF Year	Fiscal Year	Percent Increase	Water SDF*	Sewer SDF*
1	2024 (Jan '24 – June '24)	10%	\$575.90	\$1,167.90
2	2025 (July '24 – June '25)	40%	\$1,140.70	\$1,496.70
3	2026 (July '25 – June '26)	70%	\$1,733.80	\$1,842.00
4	2027 (July '26 – June '27)	100%	\$1,988.00	\$1,990.00
5	2028 (July '27 – June '28)	100%	\$1,988.00	\$1,990.00

*Incremental increase above the prior year SDF, starting with current fees of \$419.00 for water and \$1,076.50 for sewer. Representative of ¾" meter size and 1 ERU.

2. Review and update the analysis at least once every 5 years to ensure City of High Point follows the requirements established in the SDF Act.



Additional Questions/Discussion



David Hyder

Senior Principal

(202) 585-6391

David.Hyder@Stantec.com

Emily Snyder

Senior Manager

(720) 425-0147

Emily.Snyder@Stantec.com

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: November 6, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Yes	

PURPOSE: Minutes to be approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED:

Approval of the following minutes:

Finance Committee Minutes – September 28, 2023, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes – October 2, 2023, at 5:30 p.m.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Reappointments – High Point Board of Alcoholic Control (ABC Board)	
FROM: City Clerk's Office	MEETING DATE: November 6, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: none	

PURPOSE: To confirm the reappointments of Elizabeth Koonce, Mary Lou Blakeney, and Ashley Tillery to the ABC Board.

BACKGROUND: Mayor Wagner is recommending the following reappointments to the ABC Board:

- Elizabeth Koonce reappointment effective immediately with term expiring November 15, 2026
- Mary Lou Blakeney reappointment effective immediately with terms expiring February 8, 2027.
- Ashley Tillery reappointments effective immediately with terms expiring February 8, 2027.

BUDGET IMPACT: n/a

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm Mayor Wagner's recommendation for the following reappointments to the ABC Board:

- Elizabeth Koonce reappointment effective immediately with term expiring November 15, 2026
- Mary Lou Blakeney reappointment effective immediately with terms expiring February 8, 2027
- Ashley Tillery reappointment effective immediately with terms expiring February 8, 2027



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 22, 2023 and before the City Council of the City of High Point on September 18, 2023 regarding **Zoning Map Amendment Case ZA-23-22 (ZA-23-22)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on August 12, 2023, for the Planning and Zoning Commission public hearing and on September 6, 2023 and September 13, 2023, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 6, 2023**.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1

SWANSGATE SUBDIVISION

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Residential Single Family 3 (R-3) District**. The Swansgate subdivision is approximately 166.77 acres, located north of the intersection of W. Lexington Avenue and Swansgate Lane.

The Swansgate subdivision is also depicted in:

- 1) Final Plat of Swansgate Subdivision Phase 1 (sheet I of VI), as recorded in PB 24 PG 57 and of the Davidson County Register of Deeds Office.
- 2) Final Plat of Swansgate Subdivision Phases I (sheets II of VI), as recorded in PB 24 PG 58 and of the Davidson County Register of Deeds Office.
- 3) Final Plat of Swansgate Subdivision Phases 1A (sheets III of VI), as recorded in PB 24 PG89 and of the Davidson County Register of Deeds Office.
- 4) Final Plat of Swansgate Subdivision Phase 1 (sheet IV of VI), as recorded in PB 24 PG 59 and of the Davidson County Register of Deeds Office.
- 5) Final Plat of Swansgate Subdivision Phases I (sheets V of VI), as recorded in PB 24 PG 60 and of the Davidson County Register of Deeds Office.
- 6) Final Plat of Swansgate Subdivision Phases I (sheets VI of VI), as recorded in PB 24 PG 61 and of the Davidson County Register of Deeds Office.

- 7) Final Plat of Swansgate Subdivision Phases II, as recorded in PB 26 PG 33 and PB 26 PG 192 of the Davidson County Register of Deeds Office.
- 8) Plat for Highstone Properties, LLC, as recorded in PB 62 PG 71 and of the Davidson County Register of Deeds Office.

The zoning site (Swansgate Subdivision) is also known as Davidson County Tax Parcels 01020C0000001, 01020C0000002, 01020C0000003, 01020C0000004, 01020C0000005, 01020C0000006, 01020C0000007, 01020C0000008, 01020C0000009, 01020C0000010, 01020C0000011A, 01020C0000012A, 01020C0000013A, 01020C0000014A, 01020C0000015A, 01020C0000017, 01020C0000018, 01020C0000019, 01020C0000020, 01020C0000021, 01020C0000022, 01020C0000023, 01020C0000024, 01020C0000025, 01020C0000026, 01020C0000027, 01020C0000028, 01020C0000029, 01020C0000030, 01020C0000031, 01020C0000032, 01020C0000032, 01020C0000033, 01020C0000034, 01020C0000035, 01020C0000036A, 01020C0000038A, 01020C0000039, 01020C0000040, 01020C0000041, 01020C0000042, 01020C0000043, 01020C0000044, 01020C0000045, 01020C0000046, 01020C0000047, 01020C0000048, 01020C0000049, 01020C0000050, 01020C0000051, 01020C0000052, 01020C0000053, 01020C0000054, 01020C0000055, 01020C0000057, 01020C0000058, 01020C0000059, 01020C0000060, 01020C0000061, 01020C0000062, 01020C0000063, 01020C0000064, 01020C0000065, 01020C0000066, 01020C0000067, 01020C0000068, 01020C0000069, 01020C0000070, 01020C0000071, 01020C0000072, 01020C0000073, 01020C0000074, 01020C0000075, 01020C0000076, 01020C0000077, 01020C0000078, 01020C0000079, 01020C0000080, 01020C0000081, 01020C0000082, 01020C0000083, 01020C0000084, 01020C0000085, 01020C0000086, 01020C0000087, 01020C0000088, 01020C0000089, 01020C0000090, 01020C0000091, 01020C0000092, 01020C0000093, 01020C0000094, 01020C0000095, 01020C0000096, 01020C0000097, 01020C0000098, 01020C0000099, 01020C0000100, 01020C0000101, 01020C0000102, 01020C0000102A, 01020C0000102B, 01020C0000102C, 01020C0000103, 01020C0000104, 01020C0000105, 01020C0000106, 01020C0000107, 01020C0000108 and 01020C0000109

SECTION 2

SWANS LANDING SUBDIVISION

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Residential Single Family 3 (R-3) District**. The Swans Landing subdivision is approximately 30.03 acres, located north of the intersection of W. Lexington Avenue and Bennington Way.

The Swans Landing subdivision is also depicted in “Revised Final Plat Swans Landing”, as recorded in PB 47 PG 22 and PB 47 PG 23 of the Davidson County Register of Deeds Office. The zoning site (Swans Landing subdivision) is also known as Davidson County Tax Parcels 0102000000044D, 0102000000044E, 01020D0000001, 01020D0000001A, 01020D0000002, 01020D0000003, 01020D0000004, 01020D0000005, 01020D0000006, 01020D0000007, 01020D0000008, 01020D0000009, 01020D0000010, 01020D0000011, 01020D0000012, 01020D0000013, 01020D0000014, 01020D0000015, 01020D0000016, 01020D0000017, 01020D0000018, 01020D0000019, 01020D0000020, 01020D0000021, 01020D0000022, 01020D0000023, 01020D0000024, 01020D0000025, 01020D0000026, 01020D0000027,

01020D0000028, 01020D0000029, 01020D0000030, 01020D0000031, 01020D0000032,
01020D0000033, 01020D0000034, 01020E0000001, 01020E0000001A, 01020E0000002,
01020E0000003, 01020E0000004, 01020E0000005, 01020E0000006, 01020E0000007,
01020E0000008, 01020E0000009, 01020E0000010, 01020E0000011, 01020E0000012,
01020E0000013, 01020E0000014, 01020E0000015, 01020E0000016, 01020E0000017,
01020E0000018, 01020E0000019 and 01020E0000020

SECTION 3

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

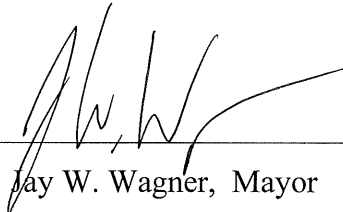
SECTION 4

That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5.

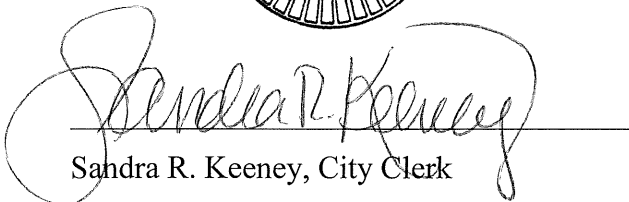
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 6th day of November, 2023

By: 
Jay W. Wagner, Mayor

ATTEST:




Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: FHP Properties, LLC Loan	
FROM: Greg Ferguson, Deputy City Manager	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Amendment , Promissory Note, Deed of Trust,	

PURPOSE: To fund the repayment of loans that FHP Properties, LLC (Forward High Point Foundation, a nonprofit corporation, is the sole member of FHP Properties, LLC) has with TowneBank, which were initiated to purchase downtown properties for redevelopment, and enter into a new agreement between the City and FHP Properties, LLC.

BACKGROUND: FHP Properties, LLC has three loans with TowneBank in the amount of approximately \$1.68 million, collateralized by the following properties: 704, 748, and 788 North Main Street and 101 South Main Street. Staff is proposing to fund the repayment of the loans to TowneBank, and enter into a new Promissory Note and Deed of Trust, Assignment of Rents and Security Agreement with the City as lender and FHP Properties, LLC as borrower, collateralized by the following properties: 704, 720, 748, and 788 North Main Street.. The purpose is to allow more time to redevelop the properties. Proceeds from the sale of these properties will be used to repay the City under this new arrangement.

A new loan will be funded by a \$1.725M interfund loan from the Electric Fund representing the outstanding TowneBank loans and closing costs. The loan is interest free and due in 5 years, on November 9, 2028. Note, it may be prepaid without penalty.

BUDGET IMPACT: A budget ordinance amendment is required to transfer funds from the Electric Fund to the General Fund.

RECOMENDATION /ACTION REQUESTED: City Council is requested to approve a budget amendment transferring \$1.725 million from the Electric Fund to the General Fund, and to authorize the appropriate city official to execute all necessary documents related to the transactions.



“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR AN INTERFUND LOAN
TO FUND THE REPAYMENT OF LOANS FOR FORWARD HIGH POINT

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$1,725,000 in Electric Fund reserves and transfers the funds to the General Fund to fund the repayment of loans that FHP Properties, LLC (Forward High Point Foundation, a nonprofit corporation, is the sole member of FHP Properties, LLC) has with TowneBank, which were initiated to purchase downtown properties for redevelopment, and enter into a new agreement between the City and FHP Properties, LLC.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund revenues be amended as follows:

Transfer from Electric Fund	\$1,725,000
-----------------------------	-------------

(B) That the following General Fund expenditures be amended as follows:

Purchase of Property	\$1,725,000
----------------------	-------------

(C) That the following Electric Fund revenues be amended as follows:

Fund Balance Appropriation	\$1,725,000
----------------------------	-------------

(D) That the following Electric Fund expenditures be amended as follows:

Transfer to General Fund	\$1,725,000
--------------------------	-------------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 6th day of November 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney, City Clerk



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Appointment – Planning and Zoning Commission	
FROM: City Clerk’s Office	MEETING DATE: November 6, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Application	

PURPOSE: To confirm the appointment of Shazia Iqbal to the Planning and Zoning Commission.

BACKGROUND: Council Member Jefferson is recommending the appointment of Shazia Iqbal to the Planning and Zoning Commission to fill an unexpired term. The appointment will be effective immediately and will expire June 30, 2026.

BUDGET IMPACT: n/a

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the appointment of Shazia Iqbal to the Planning and Zoning Commission.



Profile

Shazia

First Name

Iqbal

Last Name

siqbal7709@aol.com

Email Address

2709 joiner street

Street Address

Suite or Apt

high point

City

NC

State

27263

Postal Code

Mobile: (336) 328-7280

Primary Phone

Alternate Phone

selfemployeed

Employer

Which Boards would you like to apply for?

Planning & Zoning Commission: Submitted

Ward you reside in?

3

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

I have served on the Human Relations Committee. I have also been running a non profit in High Point for the past 12 years. I have worked with the city on several occasions with regards to our non profit.

[Shazia Iqbal Resume23.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender *☒ Female

SHAZIA IQBAL

Determined and motivated professional seeking a position with the Planning and Zoning Commission to contribute my skills in quality audits, attention to detail, and strong communication to support community planning and zoning initiatives.

SKILLS

- Attention to detail
 - Quality audits
 - Strong Communication
 - Inventory Control
 - Knowledge of Zoning Regulations
 - Urban Planning
-

EDUCATION

HIGH SCHOOL DIPLOMA

Trinity Senior High School
June 1985

EXPERIENCE

SELF-EMPLOYED

June 2018-Present

QUALITY AUDITOR/LABEL COORDINATOR

Texwipe June 2018-July 2022

Conducted in-process quality audits, incoming materials quality audits, and outgoing finished goods quality audits
Performed routine contamination and housekeeping audits
Collected and analyzed quality data to ensure compliance with standards and regulations

INCOMING INSPECTION

Texwipe December 2017-June 2018

Inspected products for compliance after irradiation, ensuring product integrity
Managed the proper disposal of damaged products and re-packaging

CONTACT

siqbal7709@aol.com
336-328-7280
High Point, NC

FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Holmes, Jones, and Peters
SEPTEMBER 28, 2023 – 4:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

MINUTES

CALL TO ORDER

Chairman Moore called the meeting to order at 4:01 p.m.

Following roll call by Chairman Moore, the following Committee Members were **Present (3)**:

Chairman Britt W. Moore, Committee Member Monica Peters, and Mayor Pro Tem Wesley Hudson (alternate)

Absent: Committee Member Michael Holmes, and Committee Member Victor Jones

PRESENTATION OF ITEMS

2023-449 Consideration of a Contract with Freese and Nichols in the Amount of \$1,142,480
City

Council is requested to approve a contract with Freese and Nichols in the amount of \$1,142,480 for professional engineering services to upgrade the Riverdale Pump Station, approve the Capital Project Budget Ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director reported that this was a request to approve a contract with Freese and Nichols for the professional engineering services to upgrade the Riverdale Pump Station; explained the wastewater flow process; said that CDM Smith was currently performing the Sewer Hydraulic Modeling and Master Plan Update and had recommended that the city upgrade the Riverdale Pump Station to address future sewer needs; provided a scope of the project that Freese and Nichols would be performing; debt service payments would be paid from the water and sewer revenues; and that staff is recommending of a contract with Freese and Nichols in the amount of \$1,142,480.00, approve the Capital Project Ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 2, 2023, Consent Agenda for approval.

Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-451 Presentation and Request for Public Hearing Date on Updated System Development Fees (SDF) and Implementation Schedule for High Point's Water and Sewer System

City Council is requested to set a Public Hearing date of November 6, 2023, to consider adoption of the updated System Development Fees and Implementation Schedule.

Robby Stone, Public Services Director reported the presentation would be regarding the updated System Development Fees (SDF) and implementation schedule for High Point's water and sewer system; said that SDF's were governed by North Carolina General Statute 162A Article 8 and were calculated and charged based on a water and sewer system's cost of the capacity to serve a newly developed Equivalent Residential Unit (ERU); that a public hearing was required to be held prior to adoption of the updated fees; staff is requesting the public hearing to be held at the November 6, 2023, meeting of council; and introduced Emily Snyder with Stantec to speak on the proposed fee schedule.

Emily Snyder-Stantec made a PPP regarding the proposed fee schedule; went over the system development fees in details; explained the three methodologies (buy-in method, incremental cost method and combined method); outlined the water SDF calculation that included the net system value and equivalent residential units (ERU); spoke to the Sewer SDF calculation; and to the Water and Sewer SDF Calculation. Ms. Snyder concluded that the recommendation was to use the buy in method given the city has limited growth-related projects planned in their adopted CP over the next six years; and entertained questions.

Chairman Moore acknowledged the public hearing to be held on November 6, 2023, at 5:30 p.m.

2023-459 Consideration of a Contract with Vulcan Materials Co. in the amount of \$100,000

City Council is requested to approve a contract with Vulcan Materials Co. in the amount of \$100,000 for different types of stone (aggregate) to be used by crews for performing repairs to roadways, sidewalks, right-of-ways and related repairs to the stormwater drainage system, etc. within the jurisdictional limits of the City and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director reported that the city continued to budget on an annual basis for suppliers to provide stone materials to city crews; this would allow the

availability of materials to be supplied when performing maintenance functions that required various types of stone; said that the city retained material suppliers for different types of stone to be used by crews for performing repairs to roadways, sidewalks, right-of-ways and related repairs to the stormwater drainage system within the jurisdictional limits of the city; there was one bidder for this request - Vulcan Materials Co. was the sole provider when bids were opened on August 15th, 2023; the contract would be for a one-year period beginning September 1st, 2023, and ending August 31st, 2024, with the option to renew for an additional four one year period; funding is available in the FY 2023-2024 budget; and the Public Services Department is recommending 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 Vulcan Materials Co. in the amount of \$100,000.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 2, 2023, Consent Agenda for approval. Mayor Pro Tem Hudson made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-470

Consideration of a Purchase Order Increase for McGill Environmental Systems

City Council is requested to approve a purchase order for McGill Environmental Systems be increased from \$40,900 to the amount of \$176,500 for emergency hauling of bio-solids from the Eastside Waste Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director reported that this request was to approve the emergency hauling of biosolids from the Eastside WWTP until the incinerator could be brought back on-line; said that while the incinerator was off-line, multiple issues were discovered that required the length of the shutdown to be extended; the Public Services Department is requesting approval to increase the purchase order to McGill Environmental Systems be increased from \$40,900 to the amount of \$176,500.00 for emergency hauling and authorize the appropriate city officials to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 2, 2023, Consent Agenda for approval. Mayor Pro Tem Hudson made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-450 Consideration of Extension of Services with Ricoh in the Amount of \$303,688.82

City Council is requested to approve an extension of services for an onsite staffed commercial quality high-speed document printing, copying, and scanning services shop and city mail services and authorize the appropriate City Official(s) to execute all necessary documents.

Jeron Hollis, Managing Director reported that this was a request for an extension of services to the city's existing Ricoh contract for an onsite staffed commercial document printing, copying, and scanning services shop and city mail services to support all city departments; said that a detailed review of city departments usage and procurement of 3rd party commercial document services was performed; the assessment determined that an onsite-managed Ricoh in house print shop and mail room would ensure the consistency in all branding of city communications, provide a centralized software for print order submissions for printing services like documents, agendas, mailing, posters, flyers and reports, and provide a city inbound and outbound chain of custody of all city department mail and packages; the city currently spends approximately \$350,500.00 annually on printing services; the proposed solution would be a total spend of nearly \$303,700.00 annually with an estimated cost savings of \$47,000.00; noted that the printing would exclude customer service billing at the moment; said that funds were available in the FY 2023-24 budget; and that staff is recommending to approve the updated contract with Ricoh in the amount of \$303,688.82 annually to include the in-house print shop and mail room and the appropriate city official(s) be authorized to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 2, 2023, Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-452 Consideration of a Contract with Community Housing Solutions in the Amount of \$200,000

City Council is requested to approve a contract with Community Housing Solutions to fund materials and operational expenses associated with two Operation InASMuch events and authorize the appropriate City Official(s) to execute all necessary documents.

Nena Wilson, Community Development Director reported that this was a request to approve a contract with Community Housing Solutions to fund materials and operational

expenses associated with two Operation InAsMuch (OLAM) events during the 2023-24 fiscal year; said that the fall event would be on Saturday, October 28, 2023, in the Five Points community; that there was no date determined for the spring event yet; spoke to volunteer opportunities for OLAM; said that there were funds in the FY 2023-24 budget; and that staff is recommending approval of the OLAM contract in the amount of \$200,000.0 with Community Housing Solutions, and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Chairman Moore voiced appreciation for the great work by OLAM; and encouraged volunteering opportunities for this event.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 2, 2023, Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-454 Consideration of Acceptance of a Grant Award from National Endowment for Humanities

City Council is requested to accept a grant award from National Endowment for Humanities in the amount of \$349,247 to replace the High Point Museum's aging HVAC System and authorize the appropriate City Official(s) to execute all necessary documents.

Edith Brady, Museum Administrator-High Point Museum reported that this item was seeking approval to accept the grant agreement for funding awarded through National Endowment for Humanities (NEH); said that the city was awarded \$349,247 to replace the High Point Museum's aging HVAC system, which will protect artifact collections while creating new opportunities to sustainably operate the system and reduce energy consumption levels. The current HVAC system has not able to maintain the proper climate in the Museum building consistently for several years. A 2019-21 NEH grant funded study determined the system needed to be replaced. A 2022 HVAC Engineering Study was undertaken to determine the specifications needed to meet the recommendations from the NEH funded study. Replacing the HVAC for the main Museum building is part of a larger project that also includes three building envelope improvements: adding a French drain, replacing the lower-level roll-up door with an insulated door; and replacing the roof. A budget ordinance amendment appropriating the federal grant award will come later. The High Point Museum Division recommends approval accepting the grant award and that the appropriate City officials be authorized to execute all necessary documents for acceptance.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 2, 2023, Consent Agenda for approval.

Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-456 Information Regarding a Request from Dawn Sweitzer Properties LLC, for Performance Base Incentives in the amount of \$75,000 - Public Hearing October 2, 2023

City Council is requested to authorize performance-based incentives for a project at 2429 W. English Rd. in High Point, NC in the amount of \$75,000 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Sandy Dunbeck, Economic Development Director reported that this was a request to consider a request from Dawn Sweitzer Properties LLC, for authorization of performance-based incentives for a project at 2429 W. English Rd. in High Point, NC in the amount of \$75,000. Said that HQ & the Gallery would be a new event space in High Point designed and owned by local designer, Dawn Sweitzer; the company proposed to invest \$225,000 in real property improvements including but not limited to plumbing (including installation of bathrooms and sinks), electrical, installing an HVAC system, a metal roof, and lighting fixtures; the source of those funds would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues; and noted that the public hearing for this matter would be held on October 2, 2023 at 5:30 p.m.

Committee Member Peters moved to acknowledge the public hearing for this matter to be held on October 2, 2023, and that this item was discussed today for informational purposes only. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-458 Information Regarding a Request from COHAB.SPACE LLC, for Performance Based Incentives in the amount of \$75,000 - Public Hearing October 2, 2023

City Council is requested to consider a request from COHAB.SPACE LLC, for authorization of performance-based incentives for a project at 1547 W. English Rd. in High Point, NC in the amount of \$75,000 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Sandy Dunbeck, Economic Development Director reported that this was a request to consider a request from COHAB.SPACE LLC, for authorization of performance-based incentives for a project at 1547 W. English Rd. in High Point, NC in the amount of \$75,000; said that COHAB.SPACE is a multi-use creative venue; the project aimed to activate the west end neighborhood; said that COHAB.SPACE currently consisted of approximately 74,000 SF at 1547 W. English Rd; the company proposed to invest \$1,000,000 in real property improvements; the source of those funds would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues; and noted that the public hearing for this matter would be held on October 2, 2023 at 5:30 p.m.

Chairman Moore moved to acknowledge the public hearing for this matter to be held on October 2, 2023, and that this item was discussed today for informational purposes only. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Mayor Pro Tem Hudson (Alternate)

Absent (2): Committee Member Holmes, and Committee Member Jones

2023-472 Information Regarding Guilford County American Rescue Plan Act (ARPA) Funds Contribution to High Point Projects

Staff will present information on the payment process for ARPA funds, including criteria to be used in consideration of advancing funds to the organizations.

Stephen Hawryluk, Budget and Performance Director advised that this matter was for informational purposes only; said that the Guilford County Board of County Commissioners approved the allocation of \$5,500,000 in American Rescue Plan Act (ARPA) funds to the City of High Point for three community projects: D-UP, Inc. (\$3,000,000), the YMCA of High Point (\$500,000), and the Hayden-Harman Foundation (\$2,000,000). These funds would pass through the City of High Point and the city would manage and oversee the implementation of the projects; \$3,000,000 would be allocated to the D-UP, Inc. Washington Street Enhancement Project, \$2,000,000 would be allocated to the Hayden-Harman Foundation for "The Bridge" project, and \$500,000 would be allocated to the YMCA of High Point for the Out of School Time (OST), Social and Emotional Learning (SEL), and Enrichment/Physical Activity Program; said that staff will be presenting information regarding the payment process for these funds, including criteria to be used in consideration of advancing funds to the organizations; noted that these were pass-through funds from Guilford County from the American Rescue Plan Act (ARPA); and that matter was for informational purposes only.

ADJOURNMENT

The meeting was adjourned at 4:40 p.m.

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Mary S. Brooks, CMC
Deputy City Clerk

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR AN INTERFUND LOAN
TO FUND THE REPAYMENT OF LOANS FOR FORWARD HIGH POINT

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$1,725,000 in Electric Fund reserves and transfers the funds to the General Fund to fund the repayment of loans that FHP Properties, LLC (Forward High Point Foundation, a nonprofit corporation, is the sole member of FHP Properties, LLC) has with TowneBank, which were initiated to purchase downtown properties for redevelopment, and enter into a new agreement between the City and FHP Properties, LLC.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund revenues be amended as follows:

Transfer from Electric Fund	\$1,725,000
-----------------------------	-------------

(B) That the following General Fund expenditures be amended as follows:

Purchase of Property	\$1,725,000
----------------------	-------------

(C) That the following Electric Fund revenues be amended as follows:

Fund Balance Appropriation	\$1,725,000
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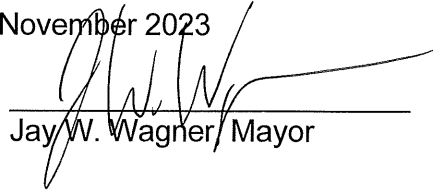
(D) That the following Electric Fund expenditures be amended as follows:

Transfer to General Fund	\$1,725,000
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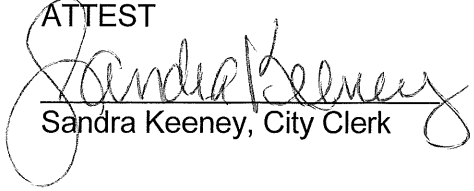
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 6th day of November 2023


Jay W. Wagner, Mayor

ATTEST


Sandra Keeney, City Clerk

Office of the Mayor
City of High Point
North Carolina

Proclamation...

- WHEREAS,** the schools of our city are comprised of exceptional educators; and,
- WHEREAS,** they seize the opportunities to uplift their students and remind students of their worth and potential; and
- WHEREAS,** through their commitment to their schools, this group of Extraordinary Educators has earned the respect and trust of their colleagues; and
- WHEREAS,** these educators were formally recognized on August 16, 2023 by their community which includes the High Point Schools Partnership, the High Point Community Foundation, Communities in Schools of High Point, Signature Wealth Strategies, and other supporters.

Allen Jay Elementary – Amanda Makris	Northwood Elementary – Stacey Howie
Allen Jay Preparatory Academy – Montrez Shaw	Oak Hill Elementary – Fran Caraway
T. Wingate Andrews High School –Shanna Dowd	Oak View Elementary – Morgan Farrington
Fairview Elementary – Kim Esser	Parkview Village Elementary – Heather Higginbotham
Ferndale Middle – Yuqi Yuan	Penn-Griffin School for the Arts – Morgan Bailey
Florence Elementary – Carrie Nicolson	Shadybrook Elementary – Bryanna McLean
High Point Central High School – Maria Nwabueze	Southwest Guilford Elementary – Natacha Wulff
Johnson Street Global Studies – Erica DiCarlo	Southwest Guilford Middle – Akeah Dillard
The Kearns Academy – Marco Alzamora	Southwest Guilford High – Michael Mode
Kirkman Park Elementary – Nancy Riascos	Triangle Lake Montessori – Erica Dent
Middle College at GTCC High Point – Afzluddin Khan	Union Hill Elementary – Aria Irvin
Montlieu Academy of Technology – Enetria Denny	Welborn Academy of Science and Technology – Alajah Artis

NOW, THEREFORE, I, Jay W. Wagner, Mayor of the City of High Point, do hereby recognize these Extraordinary Educators in the City of High Point and call upon the community to join me in personally expressing appreciation to our Extraordinary Educators for a job well done.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 6th day of November 2023.

Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Purchase Order Increase with Waste Management for Biosolids Disposal	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: N/A	

PURPOSE:

To increase the amount of blanket Purchase Order # 113247 with Waste Management to cover the additional cost of biosolids disposal while the incinerator was off-line for maintenance.

BACKGROUND:

The fluidized bed incinerator at the Eastside WWTP (Wastewater Treatment Plant) was taken offline for nearly 3 months for extended maintenance and repairs. While the incinerator was off-line, City forces hauled dewatered biosolids from the Westside and Eastside WWTPs to a Waste Management facility for disposal.

BUDGET IMPACT:

Funding for this project is available in the FY 23-24 budget.

RECCOMENDATION/ACTION REQUESTED:

The Public Services Department is recommending that City Council approve the purchase order (PO# 113247) for Waste Management be increased from \$49,000 to \$120,000.



**RESOLUTION AUTHORIZING THE HIGH POINT CITY COUNCIL TO ESTABLISH
AND ADOPT SYSTEM DEVELOPMENT FEES ASSESSED BY THE WATER AND
SEWER FUNDS ACCORDING TO THE PROVISIONS OF GS 162A, "NORTH
CAROLINA WATER AND SEWER AUTHORITIES ACT"**

WHEREAS, The City of High Point ("City") is a local political subdivision of the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, N.C.G.S. §160A-312 provides authority for cities to acquire, construct, establish, enlarge, improve, maintain, own and operate public enterprises to furnish services to the City and its citizens; and

WHEREAS, the City owns certain public service enterprise facilities comprising a sanitary sewer system and a water system within the corporate limits of the city; and

WHEREAS, Article 8 of Chapter 162A of the North Carolina General Statutes provides the authority for cities to establish and adopt system development fees for public water and sewer systems in North Carolina; and

WHEREAS, system development fees may be updated every 5 years; and

WHEREAS, the City currently uses System Development Fees to assess costs for new development connections within its corporate limits; and

WHEREAS, the City finds that establishing System Development Fees, which include water and sewer system development fees, charged to new development connections provides a more effective calculation for costs to the City; and

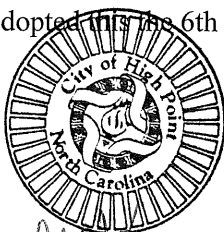
WHEREAS, as part of the calculation and consideration of the adoption of System Development Fees, a professional written supporting analysis was conducted that calculated appropriate system development fee amounts; and

WHEREAS, the fee analysis was posted on the City website for not less than 45 days to solicit written comments; and

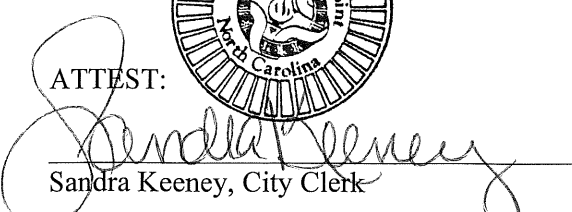
WHEREAS, the High Point City Council desires to update and adopt System Development Fees for calculating fees charged for water and sewer connections in new development within the City.

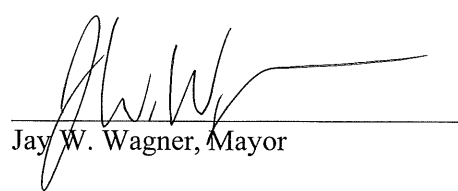
NOW, THEREFORE, BE IT RESOLVED by the High Point City Council that System Development Fees set forth in the terms and conditions attached hereto as "**EXHIBIT A**", are hereby established and adopted to become effective on January 1, 2024.

Adopted this 6th day of November, 2023.



ATTEST:


Sandra Keeney, City Clerk


Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM

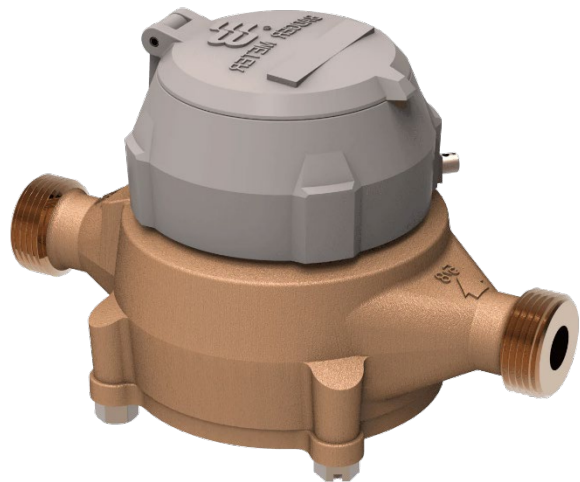
TITLE: Purchase of 7,000 5/8" low profile positive displacement meters with sealed register	
FROM: Jeremy Coble – Customer Service Director	MEETING DATE: 11/6/2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Bid proposal form	

PURPOSE: The purpose of purchasing 7,000, 5/8 water meters for the City of High Point is to support the maintenance and improvement of the city's water infrastructure. These meters will replace older or malfunctioning meters, ensuring accurate measurement of water consumption for billing purposes. Additionally, the new meters may incorporate advanced technology to enhance data collection and monitoring capabilities, contributing to more efficient water management and conservation efforts within the city. This investment is essential to maintain reliable water services for residents and to uphold the city's commitment to responsible water resource management.

BACKGROUND: The City of High Point is replacing its outdated water meters to meet industry standards and prepare for the deployment of an Advanced Metering Infrastructure (AMI) system. These aging meters no longer align with modern water management needs and lack the necessary technology for accuracy. The upgrade ensures compliance with industry regulations, enhances efficiency, supports conservation efforts, empowers customers with real-time data access, and contributes to environmental sustainability.

BUDGET IMPACT: Funding is available in FY 2023-24 Budget.

RECCOMENDATION/ACTION REQUESTED: Staff recommend the purchase of 7,000 5/8 Water low profile water meters from Badger Meter Inc. for \$838,880.00.



Bid Tabulation
City of High Point, North Carolina
Water Meter-Customer Service
Bid 09-082223 / Tuesday, August 22, 2023, 2:00 PM

Contractor	Total for 5/8 Meters	Delivery	Addendum 1	Total Bid Price
Badger Meter	\$838,880.00	120 Days	Yes	\$841,505.00 (to include \$2,625.00 for training)
Core + Main Lp	\$924,000.00	60 Days	Yes	\$924,000.00
Water Works Metrology LLC	\$1,049,370.00	42 Days	Yes	\$1,049,370.00



Badger Meter

CITY OF HIGH POINT

Invitation to Bid 09-082223

Cold Water Meters (AMR)

Opening Date: Tuesday, August 22, 2023, at 2:00 p.m.
EST



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

August 17, 2023

Ms. Libby Rush, Senior Buyer
City of High Point 816 E Green
Drove PO Box 230
High Point, NC 27260

RE: Cold Water Meters (AMR)

Opening Date: Tuesday, August 22, 2023, at 2:00 p.m. EST

Dear Ms. Rush:

Accompanying this letter is the response from Badger Meter® to the City of High Point's (the City) Cold Water Meters (AMR) Invitation to Bid (ITB) 09-082223, requesting cold water meters. Badger Meter appreciates the opportunity to support the City's objectives set forth with the release of this ITB. At Badger Meter, we take our customers' needs seriously and look forward to demonstrating to the City what it means to partner with us. The commitment of Badger Meter is to provide the City high-quality products that are readily available and offer extraordinary value. Our people, operations, and products have allowed us to deliver on this commitment consistently, without failure.

Badger Meter is a market leader in water meter technology with 118+ years of experience designing, manufacturing, and supplying water meters, including over 35 million water meters installed nationwide. Badger Meter is primarily focused on the water utility industry and have been a leading provider of AMR/AMI solutions, since 1986. Badger Meter has continued to develop and evolve our technology from the first system installed. Since Badger Meter introduced the ORION® endpoint, we have successfully deployed millions of endpoints for thousands of utilities with a consistent failure rate below 0.5%. With over a century in the metering business, and decades of experience providing best-in-class AMR/AMI hardware and software solutions, the City can rest assured Badger Meter is a reputable company renowned for providing the highest-quality products.

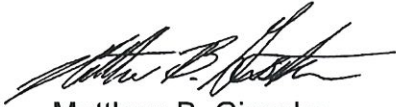
Prices quoted herein will remain firm if acceptance is made within 60 days. Please note payment terms are net 30 days. This letter, as well as the general disclosures attached hereto, is incorporated by reference into the agreement between the parties.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com. Additionally, you may contact your Account Manager, Alex Greer, by telephone at 984-274-3137 and by email at agreer@badgermeter.com.

We appreciate the opportunity to support your metering needs.

Sincerely,

BADGER METER, INC.

A handwritten signature in black ink, appearing to read "Matthew B. Gieseke", written in a cursive style.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

GENERAL DISCLOSURES

CONFIDENTIALITY STATEMENT

The information contained herein is to be considered confidential and proprietary to the extent allowable by law. © 2023 Badger Meter, Inc. All rights reserved.

DISCLOSURES

Upon execution of a contract with the City, Badger Meter reserves the right to increase pricing for all its products in accordance with the Consumer Price Index (CPI) for all urban consumers, with a base index from July 2023, on an annual basis starting with the second year of the term of the contract. Each annual price increase shall not exceed 5% over the immediately preceding year.

Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

We provide certification files to help you manage your meter and endpoint inventory along with the corresponding meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Badger Meter, Inc. is proposing meters made of a lead-free bronze alloy for its housing and bottoms. For specifications please refer to data sheets attached below in the Product Data Sheets section.

EXCEPTIONS/CLARIFICATIONS

With respect to the warranty requirements in the Specifications as well as Sections 8 and 12 of the draft Agreement for Goods Purchase, Badger Meter standard warranties will apply and govern. Badger Meter's bid is based on the terms and extent of the warranty provided for in the standard warranties that have been enclosed herein and are publicly available through our website.

With respect to Section 30 in the General Terms and Conditions, Badger Meter requests that its response to this ITB be included in the order of precedence as its bid includes pertinent items that should be included as part of the contract, including the standard warranties applicable for the products bid.

August 11, 2023

BID 09-082223
Water Meters
Addendum 1

The intent of this addendum is to clarify specifications and to provide responses to submitted questions as follows:

Questions:

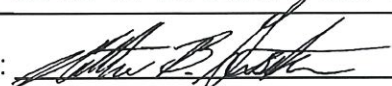
1. Regarding the description on the 'Specifications', please define the term "low profile".
We are looking for a meter that has a height of 3.70-4.12". Please submit the dimensions of your meter with your bid package so we can evaluate them accordingly.
2. Regarding section 1, item d of the 'Specifications' page, please confirm registers with a mechanical odometer wheel stack and flow finder with calibrated test circle (identical to currently deployed models in High Point) are acceptable. **It will need to meet the City of High Point's standards. You may submit a diagram or pictures of your registers for approval with your bid package.**
3. Regarding section 1, item e of the 'Specifications' page, please confirm reading resolution of 100 cubic feet is in reference to billing reads, not meter display. Currently supplied and deployed meters have a 6-dial resolution. Please confirm this is acceptable.
The 100 cubic feet is in reference to billing reads. We are currently using 8-dial registers, the 6-dial register is no longer being used by the City of High Point.
4. Regarding section 1, item g of the 'Specifications' page, can the City please define what they refer to when they call out "Sealing devices"? **In this case, the "sealing device" is referring to the meter base, which needs to be made of Brass.**
5. When the spec states, "Sealing devices shall be made of Brass, bronze, or stainless steel only" Which sealing device is being referred to? **See question 4.**
6. Another question was the "Pads – thru the lid adaptor" What is this? **This was an error on the bid, please disregard the Pads thru lid adaptor.**

Please sign and return one (1) copy of this addendum with your proposal to confirm that you have received and acknowledged the provided information.

Libby Rush, Senior Buyer
Purchasing Department

Company: Badger Meter, Inc.

Address: 4545 W Brown Deer Rd., Milwaukee, WI 53223

Signature:  Date: 08/17/23

Email: proposals@badgermeter.com

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Affidavits

Customer's Sample Agreement

Appendix

- Sample Certificate of Insurance

- Product Data Sheets

- Product Warranty Information

- Product Parts List

BIDDER INFORMATION FORM





**INVITATION TO BID
FORMAL BID**

BID # 09-082223

**Cold Water Meters
Customer Services**

City of High Point
Purchasing/Warehouse Division
816 E Green Drive, PO Box 230
High Point, NC 27260
Phone: 336-883-3220 Fax: 336-883-3248
Libby Rush, Senior Buyer

FORMAL BID NUMBER: 09-082223

DATE: July 27, 2023

**BIDS DUE NO LATER THAN:
Tuesday, August 22, 2023
By 2:00 PM**

BUYER: Libby Rush

libby.rush@highpointnc.gov

TELEPHONE: (336) 883-3220

**Bid price shall be FOB Destination and
include delivery to:**

City of High Point
657 East Russell St
High Point, NC 27262

Bidder Information Form

All pages bound within this Bid Document are necessary parts thereof and Shall Not be detached, taken apart and/or altered, or bid shall be considered non-responsive.

--PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK--

Badger Meter, Inc.

Vendor Name (include d.b.a. information if applicable)

Entity Formation (check applicable): ☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship
☐ Limited Company ☐ Limited Partnership

Ownership Category (check applicable): ☒ Non-Minority ☐ African American ☐ Hispanic ☐ Asian American
☐ Socially & Economically Disadvantaged ☐ Female ☐ American Indian

4545 W Brown Deer Rd.

Principal Office Address (Per Secretary of State)

Milwaukee, WI 53223

City, State & Zip

39-0143280

proposals@badgermeter.com

Email Address

Not Applicable

(800) 876-3837

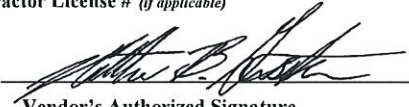
Telephone Number

Federal Tax ID #/Social Security #

Matthew B. Gieseke ; Assistant Secretary and
Proposal Lead

General Contractor License # (if applicable)

Print Name & Title of Person Signing on Behalf of Vendor


Vendor's Authorized Signature

* By signing above the vendor acknowledges that terms and conditions and instructions associated with this bid have been read and accepted.

* Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it
WILL BE REJECTED.

Late bids will NOT be accepted.

Offer valid for 60 days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales **taxes shall not be included** in the bid prices. Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- **Bidders shall sign this form along with this entire bound bid document on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261), 816 E Green Drive, High Point, NC 27260**

NOTICE TO BIDDERS



NOTICE TO BIDDERS

Sealed proposals will be received by the Purchasing Division of the City of High Point, North Carolina, located in the Municipal Operations Center, Warehouse Building at 816 East Green Drive, High Point, NC, until **2:00 PM on Tuesday, August 22, 2023**, at which date and time they will be opened and publicly read for the following:

Bid Number: 09-082223 **Cold Water Meters (AMR)**

Copies of complete bid documents are available online at <http://www.highpointnc.gov> Government - Departments – Financial Services - Purchasing – Current Bid Opportunities and Tabulations. Documents are also available in the Warehouse/Purchasing Division, the Municipal Operations Center, 816 E Green Dr., High Point, NC. Contact: Purchasing at (336) 883-3220 or purchasing@highpointnc.gov.

The City reserves the right to reject any or all bids, in whole or in part, as may in the judgment of the Council of the City of High Point, serve its best interest and to waive irregularities and informalities in any bid submitted.

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

USE OF THIS BID DOCUMENT:

Bids must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. If additional sheets are required, the bidder should make the necessary copies and insert them in the bid document or submit a separate bid document.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

BID SUBMISSION INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. All pages within this bid document are necessary parts thereof and shall not be detached, taken apart or altered. All pages of this document must be included in your bid submittal or you bid may be considered non-responsive. NO EMAIL RESPONSES WILL BE ACCEPTED.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
Libby Rush, Senior Buyer Bid #09-082223 City of High Point Warehouse/Purchasing 816 E Green Drive High Point, NC 27261	Libby Rush, Senior Buyer Bid #09-082223 City of High Point Warehouse/Purchasing 816 E Green Drive High Point, NC 27260

REFERENCES

Vendor shall provide at least three (3) references for which your company has provided goods or services of substantially the same features and quantity to those solicited herein. The City may contact these references to determine the goods provided are substantially similar to those bid herein and the Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the bid.

FIRM NAME	LOCATION	CONTACT	PHONE	E-MAIL
Town of Fuquay-Varina	Fuquay-Varina, NC	Patrick Walsh	919-753-1011	pwalsh@fuquay-varina.org
Charlotte Water	Charlotte, NC	Jeff Jones	704-336-1004	jeffrey.jones2@charlottenc.gov
Onslow Water and Sewer Authority (ONWASA)	Jacksonville, NC	Dave Prather/Alex Thompkins	910-937-7538	dprather@onwasa.com or athompkins@onwasa.com

BID TABULATIONS: Bid Tabulations will be posted to the City's website <https://www.highpointnc.gov/Bids.aspx>. Bids will be publicly opened and bid tabulations will be posted within a couple of days of bid opening.

TRANSPORTATION CHARGES: FOB HIGH POINT, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest, responsible, responsive bid(s) - most advantageous to the City of High Point as determined by consideration of:

- Price
- Quality of products offered
- General reputation & performance capabilities of bidder
- Proven performance of equipment or goods offered
- Conformity with intent of specifications herein
- Bidder's previous performance in contract with the City
- Conformity with the terms and conditions of this Invitation for Bid
- Adequate availability of service and parts
- Delivery

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

The City reserves the right to award quantities greater or less than proposed based on funds and or need.

SCOPE: It is the intent of this Invitation for Bids to establish a vendor for Cold Water Meters for the City of High Point's water mains department.

QUESTIONS: All questions regarding this bid should be submitted in writing to Libby Rush at libby.rush@highpointnc.gov by 12:00 pm on August 8, 2023.

CONTRACT TIME: The contract will be awarded for a one-year period beginning October 1, 2023, and ending September 30, 2024, with the option to renew for four additional one (1) year periods if terms and pricing are agreeable to both parties.

QUANTITY: The quantities provided are based on current estimates of needs. It shall be understood and agreed that during the contract period quantities purchased may be more or less than the stated estimated quantities. The City shall not be obligated to purchase in excess of its normal requirements.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers, if used, are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: Do not include Sales Tax bid price. Sales tax shall be added to invoice and will be paid at time of invoice payment.

COST ADJUSTMENTS: The cost for all items as quoted herein shall remain firm for the contract period specified/awarded. Costs for subsequent periods and any extension term periods shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed and the City will rebid the contract.

Any contract extension is subject to the continuation of usage and the appropriation of funds.

ALL UNIT COSTS SHALL BE FIRM FOR THE CONTRACT PERIOD SPECIFIED.

SAMPLES: Samples are not required with the bid response; however, if required later, bidder agrees to furnish samples of items offered at no expense within five consecutive calendar days after request is made. Bidders who do not comply with this requirement will be subject to rejection.

DELIVERY SITE:

All pricing shall be quoted FOB Destination to the following locations:

City of High Point, Warehouse, 657 East Russell St, High Point, NC 27262

SPECIFICATIONS



**SPECIFICATIO
NS CITY OF
HIGH POINT
Cold Water Meters
(AMR) 09-082223**

Scope: It is the intent of this Invitation for Bid to establish a unit price contract from October 1, 2023, thru September 30, 2024 for the procurement of Water Meters for the Customer Services Department.

This contract will run from October 1, 2023, through September 30, 2024, with the option to renew for **four** **(4)** additional **one (1) year** periods if terms and pricing are agreeable to both parties. Written communication between both parties is required before this contract can be renewed. Quantities provided are based on current estimates of needs and to provide pricing integrity for bid evaluation. The City of High Point will not be responsible for purchasing in excess of actual needs.

DESCRIPTION:

5/8" low profile positive displacement meter with sealed register, laying length 7 ½

NOTES:

Please Note: Item 1 on the bid proposal form is for the complete installation package for each of the 7000 meters including the following:

7000 meters with port(s) for Itron 100w ERT encoder register. on

1. Meters shall be nutating disc or oscillating piston type only and shall equal or exceed all requirements of the latest applicable AWWA Standard C-700-90. Item VI shall be equal or exceed all requirements of the latest applicable AWWA Standard C702.
 - a. Meters shall be of brass bronze case type with removable bottom plate secured with stainless steel bolts.

The Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy. The meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI Standards 61 and 372 (Trade Designations: M25-LL, M35-LL, M55-LL), and carry the NSF-61 mark on the housing. All components of the lead-free bronze alloy meter (housing, measuring element, seals) comprise the certified system.

- b. The bottom plate shall also be made of Brass, bronze.

The Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy.

- c. The register lid shall be made of polymer or bronze material.

The HR-E is constructed with a thermoplastic for a long life and high reliability.

- d. Registers shall be an absolute encoder register with center sweep hand and a leak indicator.

The HR-E offers proven technology and durable construction. It uses a non-contact, field-proven, light-emitting diode technology to provide an 8-digit output reading, while also eliminating the friction and wear of traditional mechanical encoders.

- e. The registration reading shall be in 100 cubic feet.
- f. The register glass shall be tempered/annealed for extra strength.

The HR-E LCD is constructed of an engineered polymer enclosure and a polycarbonate impact-resistant lens.

- g. Sealing devices shall be made of Brass, bronze, or stainless steel only.

Please refer to response from requirement "a" above regarding meter materials.

- h. Serial numbers shall be imprinted on the upper portion of the meter case.

5/8 inch through 2-inch Recordall Disc Series meters are stamped with the serial number on the outlet side of the housing.

- i. Vendor shall supply with each shipment a CD or documents listing the Meter Serial Numbers, and the Certified Test Results for that shipment.

In addition to the standard accuracy test tag that accompanies every meter, Badger Meter can also provide certification files to help manage meter and endpoint inventory and to maintain meter accuracy data.

- 2. Warranty: Meters must be warranted to perform to or exceed AWWA New Meter

The Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy.

Accuracy Standards for a period of five (5) years from date of shipment or the registration of 500,000 gallons, whichever comes first.

Badger Meter, Inc. is proposing our Recordall M25 positive displacement nutating disc meter.

Recordall Disc Series meters provide an accurate, cost-effective solution for your residential metering needs.

Combining the accuracy of positive displacement meters with the reliability of nutating disc technology, our Recordall line of meters deliver precision accuracy that has proven to be the most accurate mechanical meter technology as reported in the Journal AWWA article " Apparent Losses Caused by Water Meter Inaccuracies at Ultralow Flows," (May 2010), 120(5), 123-132. The inherent benefit of utilizing this nutating disc technology is flow sensitivity at extremely low

flows when compared to minimum AWWA standards and other meter technologies, including other types of positive displacement meters.

The proposed Recordall Disc Series meter exceed registration accuracy for the low flow rates and meet or exceed registration accuracies for normal operating flow rates, and maximum continuous operation flow rates as specified in AWWA Standard C700. The meters are warranted for five years for new meter accuracy and fifteen years for repaired meter accuracy from date of shipment when used to measure potable water. Our attached standard warranties will apply.

3. Freight is to be included in the price of all meters.

Shipping shall be included in the price provided in this response.

Brand Name: Brand names and model/catalog numbers used are for the purpose of identification and to establish quality level desired. Such references are not intended to be restrictive and equivalent products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. Bidders are requested to offer only equivalent comparable units that will provide the features and performance needed and implied. The City reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in the City's best interest.

The City of High Point will be the sole judge of equivalency, and the decision of the City as to equivalency is final.

Equipment and Accessories: All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

Standard Production Model: The attached specifications include the requirement that the equipment herein requested be a "standard production model of the latest design". To meet this requirement the equipment offered shall be new and the latest production model as represented in the manufacturer's current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

Delivery: Quoted price to include delivery, FOB Destination, High Point, North Carolina

Sales Tax: Do not include Sales Tax in quoted price.

Demonstration: Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

Warranty: Equipment shall be new and shall be guaranteed against defects in materials,

workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of High Point. **Warranty service shall be available on-site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of High Point or its representative.

Award Criteria: As provided by Statute, the award will be based on the lowest responsive and responsible bid (most advantageous to the City of High Point) as determined by consideration of:

- 1) Price
- 2) Quality of item offered
- 3) General Reputation and performance capabilities of bidder
- 4) Suitability of items for intended use
- 5) Conformity with the intent of specifications herein
- 6) Conformity with the terms and conditions contained herein
- 7) Guaranteed availability for pickup
- 8) Evaluation of sample, if requested

BID PROPOSAL FORM



Bid Proposal Form **Bid 09-082223**

COLD WATER METERS

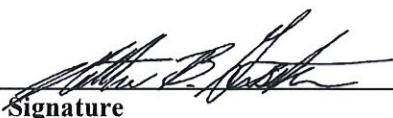
BID NUMBER 09-082223

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing the City of High Point with the below-listed items. The undersigned bidder further agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish any or all of the items at the quoted price.

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL	DELIVERY DAYS ARO
1	5/8" low profile positive displacement meter with sealed register, laying length 7 ½ to include the complete Installation Package for Each Meter.	7000	EA	\$119.84	\$838,880.00	120 Days ARO
2	Pads – thru the lid adaptors	7000	EA	No Bid	No Bid	No Bid
TOTAL BID				\$841,505.00*		

*Includes one day of On-Site Training: \$2,625.00

Delivery will be made within 120 days after receipt of order. Updated lead times will be provided at the time of order.

<u>Badger Meter, Inc.</u> Company Name	 Signature
<u>Milwaukee</u> City	<u>WI</u> State
<u>53223</u> Zip	<u>August 17, 2023</u> Date
<u>proposals@badgermeter.com</u> E-mail	<u>(800) 876-3837</u> Telephone
	<u>(414) 371-5981</u> Fax

INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid.

The attachment of any additional terms and conditions by any vendor or bidder is expressly rejected here and shall not be incorporated into the bid. Attachment of any additional terms and conditions may be grounds for rejection of the bid by the City.

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

MAKE AND MODEL: Indicate manufacturers' name and model number of item(s) offered in the spaces provided. The purpose of these specifications is to identify and establish general quality level desired. Any references to brand names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. **Complete descriptive literature and manufacturer's specifications shall be included in the bid.**

[See complete and detailed product literature in appendix sections.](#)

WARRANTY: Equipment shall be new and shall be guaranteed against defect in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of High Point. **Warranty service shall be available on site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of High Point or its representative.

[Badger Meter's product warranties shall apply and govern.](#)

INSTRUCTION BOOK: The vendor shall furnish a booklet or pamphlet giving complete instructions for the operation, lubrication, adjustment, and care of the equipment.

[See user manuals in respective appendix section.](#)

TRAINING: Quoted price to include comprehensive training for technicians and operators. All training and materials shall be provided by successful bidder at no additional cost to the City of High Point. Training shall include troubleshooting and proper operation of all equipment.

[On-site training has been added and included to the 'Total Bid' pricing on the 'Bid Proposal Form'.](#)

SAFETY: The successful bidder shall be required to take safety precautions in an effort to protect

persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the successful bidder which is responsible for same. Barriers shall be provided by the successful bidder when work is performed in areas traversed by persons or when deemed necessary by the City.

[This is a supply-only contract and Badger Meter will not be acting as a contractor for the sake of this contract.](#)

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

EQUIPMENT AND ACCESSORIES: All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

[See product parts list in respective appendix section.](#)

SERVICE UPON DELIVERY: Equipment shall be complete, serviced and ready for operation. The City will only accept and approve for payment equipment that is complete in every respect and ready for operation.

STANDARD PRODUCTION MODEL: It is a requirement that the equipment herein requested be the "standard production model of the latest design". To meet this requirement the equipment offered shall be new and the latest production model as represented in the manufacturer's current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

CLEAN UP: Upon completion of the equipment delivery, the bidder shall remove and properly dispose of all packaging waste and debris from the user's site. The bidder shall be responsible for leaving the delivery areas clean and ready to use.

The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete system with all standard equipment of the manufacturer's latest model in current production. The bidder shall represent by their bid that all equipment to be furnished shall be new and unused. The unit, as specified, shall be completely assembled and adjusted and all equipment, standard and optional will be installed and ready for use. The following specifications are the minimum acceptable specifications and failure to comply may be used as basis for rejection of bid. If the equipment offered differs from the provisions contained herein, these differences must be explained in detail. Bidder must include copy of printed manufacturer's specification sheet with bid.

INSURANCE: Successful bidder shall be required to provide insurance as required in Section 17 of the General Terms and Conditions.

[See sample insurance document in respective appendix section.](#)

SPECIFICATIONS: Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

BID EVALUATION: The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SERVICE: Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

BID RESULTS: For bid results email Libby Rush at libby.rush@highpointnc.gov NO EARLIER than TWO DAYS following the bid close date.

***** THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS INVITATION FOR BID*****

QUESTIONS: Questions regarding the specifications on this bid should be referred to the Purchasing Department.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)
Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)
Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American

GENERAL TERMS AND CONDITIONS



GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

3. **TAXES:** No taxes shall be included in any bid prices.

a. **FEDERAL:** Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER:** Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATION:** Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

b. **DECREASES:** The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES:** All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:

1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;

d. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS:** Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING:** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **PERFORMANCE BOND AND DEFAULT:** The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.

9. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.

10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

11. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. **Accident Prevention**

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. **Environmental Protection**

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. **Employee Education and Training**

Provide education and training to all bidders' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and, in the spaces, provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest, responsible responsive and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped. Only businesses certified by the NC Historically Underutilized Business (HUB) Office shall count toward MWBE participation. Respondents shall make good faith efforts to contact minority, women, handicapped or disadvantaged-owned businesses to allow each an equal opportunity to participate in any portion of the scope of the particular work involved. Bids shall include MWBE information and documentation.

17. **INSURANCE:**

COVERAGE - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$100,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. PATENTS AND COPYRIGHTS: The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. PATENT AND COPYRIGHT INDEMNITY: BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. ADVERTISING: Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. CONFIDENTIAL INFORMATION: As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish to be DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. ASSIGNMENT: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:

- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.

25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.

27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.

31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

E-Verify Requirements Apply to Public Contracts

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 successful bidder/consultant will be required to submit the completed E-Verify affidavit at execution of this contract.

AFFIDAVITS

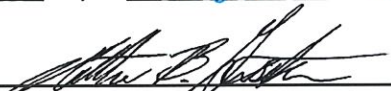


STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

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

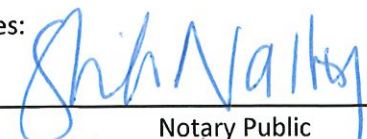
1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with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

This 17 day of August, 2023.

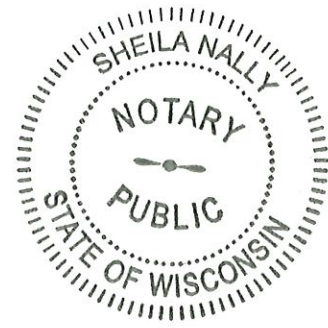

Signature of Affiant
Print or Type Name: Matthew B. Gieseke

State of Wisconsin County of Milwaukee

Signed and sworn to (or affirmed) before me, this the 17th
day of August, 2023.

My Commission Expires: 2/21/2027

Notary Public
Sheila Nally

(Affix Official/Notarial Seal)



**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

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

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% 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

*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: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

CUSTOMER'S SAMPLE AGREEMENT



Badger Meter looks forward to further discussion of this agreement after award.

AGREEMENT FOR GOODS PURCHASE

THIS AGREEMENT FOR GOODS PURCHASE (“Agreement”) is made this [] day of [MONTH], 20[] (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and [SELLER LEGAL NAME]¹, a(n) [STATE OF SELLER’S INCORPORATION/ORGANIZATION] [SELLER’S TYPE OF BUSINESS ENTITY]² (“**Seller**”). The City and Seller are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

WHEREAS, Seller is in the business of selling goods that are of the type and nature of the Goods (as defined below); and

WHEREAS, the City desires to purchase the Goods from Seller, and Seller desires to sell the Goods to the City, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sale of Goods.** Seller shall sell to the City, and the City shall purchase from Seller, the goods set forth on the purchase order attached as **Exhibit A** hereto (such goods, the “**Goods**,” and such purchase order, the “**Purchase Order**”) in the quantities, at the prices, and upon the terms and conditions set forth in the Purchase Order and this Agreement.

2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, the City may terminate this Agreement immediately by providing written notice to Seller, and Seller shall indemnify the City against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.

3. **Quantity.** Seller shall deliver the quantities of the Goods specified in the Purchase Order. If Seller delivers more than the quantity of Goods specified in Purchase Order, the City may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s

¹ E.g., “Acme Widgets, Inc.”, “XYZ Equipment, LLC”, “John Q. Public”, etc. The Seller’s full legal name should be used here and on the signature page, including the “Inc.”, “LLC” or other designation indicating the type of entity if Seller is an entity (e.g., “Acme Widgets, Inc.” rather than “Acme Widgets”).

² E.g., corporation, limited liability company, etc. Note that the legal name should give some indication regarding the type of entity—i.e., “Inc.” or “Corp.” or “Corporation” = a corporation; “LLC” = a limited liability company. If Seller is an individual, replace the last two bracketed placeholders in this paragraph with the following: “individual resident of the State of [SELLER’S STATE OF RESIDENCE]”.

risk and expense. If the City does not reject the Goods and instead accepts the delivery of Goods at the increased quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Delivery Location. All Goods shall be delivered to the address specified in Purchase Order (the “**Delivery Location**”) during the City’s normal business hours or as otherwise instructed by the City.

5. Shipping Terms. Delivery shall be made F.O.B. to the Delivery Location. Seller shall give written notice of shipment to the City when the Goods are delivered to a carrier for transportation. Seller shall provide the City all shipping documents, including the commercial invoice, packing list, bill of lading, and any other documents necessary to release the Goods to the City within one (1) business day after Seller delivers the Goods to the transportation carrier. The Purchase Order Number (as set forth on the Purchase Order) must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to this Agreement.

6. Title and Risk of Loss. Title passes to the City upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location and the City’s (or its nominee’s) acceptance of the Goods.

7. Packaging. Seller shall properly pack, mark, and ship the Goods as instructed by the City and otherwise in accordance with applicable law and industry standards and shall provide the City with shipment documentation showing the Purchase Order Number, the quantity of Goods in shipment, the number of cartons or containers in shipment, Seller’s name, the bill of lading number, the country of origin, and, if applicable to the Goods, current Safety Data Sheets in accordance with all applicable regulations.

8. Inspection and Rejection of Nonconforming Goods. The City has the right to inspect the Goods on or after the Delivery Date. Additionally, the City shall have the right to place an inspector in Seller’s facility, which inspector shall be permitted to inspect any Goods (including any materials and components thereof) during the manufacturing process and prior to shipment. The City, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If the City rejects any portion of the Goods, the City has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If the City requires replacement of the Goods, Seller shall, at its expense, as promptly as practicable but, in any event, within ten (10) calendar days, replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by the City under this Section shall not reduce or otherwise affect Seller’s obligations under this Agreement, and the City shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. The City shall purchase the Goods from Seller at the prices set forth in Purchase Order, as it may be modified from time to time by agreement of the Parties (the “Price”). The Price includes all packaging costs, transportation costs to the Delivery Location, insurance, customs duties and fees, and applicable taxes. The Parties acknowledge and agree that the City is exempt from federal excise tax, but the City is not exempt from North Carolina’s or the City’s sales and use taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs, or otherwise, without the prior written consent of the City.

10. Payment Terms. Seller shall issue an invoice to the City within ten (10) calendar days after the completion of delivery of the Goods. The City shall pay all properly invoiced amounts due to Seller within thirty (30) calendar days after the City’s receipt of such invoice, except for any amounts disputed by the City in good faith. All payments hereunder must be in United States dollars. In the event of a payment dispute, the City shall deliver a written statement to Seller no later than fifteen (15) calendar days prior to the date payment is due on the disputed invoice, listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute. Any early payment discount period shall commence on the later to occur of (a) the City’s receipt of Seller’s invoice for the Goods, and (b) the City’s receipt of delivery of the Goods.

11. Setoff. Without prejudice to any other right or remedy it may have, the City reserves the right to set off at any time any amount owing to it by Seller against any amount payable by the City to Seller under this Agreement.

12. Warranties. Seller warrants to the City that (i) all Goods will (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by the City; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party’s patent or other intellectual property rights; and (ii) the manufacturing, sale and delivery of the Goods pursuant to this Agreement will not violate any applicable local, state, or federal laws, rules, and regulations, including, without limitation, all such laws, rules and regulations prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by the City. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of the City’s discovery of the noncompliance of the Goods with the foregoing warranties. If the City gives Seller notice of noncompliance with this **Section 12**, Seller shall, at its own cost and expense, as promptly as practicable but, in any event, within ten (10) calendar days, replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to the City.

13. Compliance with Law. Seller shall comply with all applicable local, state, and federal laws, regulations, ordinances, and rules. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Without limiting the generality of the foregoing, Seller represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during its performance under this Agreement, it will continue to comply with these requirements. Seller's breach of its representations, warranties, and/or covenants in this **Section 13** shall be deemed to be a material breach of this Agreement.

14. General Indemnification. Seller shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an "**Indemnitee**") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of Seller or its employees, agents, and other personnel (collectively, "**Personnel**"); and (b) Seller's breach of any representation, warranty, or obligation of Seller set forth in this Agreement.

15. Intellectual Property Indemnification. Seller shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Goods or the City's receipt or use thereof infringes any intellectual property right of a third party, provided, however, that Seller shall have no obligations under this **Section 15** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Seller; (b) use of any Goods in combination with any materials or equipment not supplied to the City or specified by Seller in writing, if the infringement would have been avoided by the use of the Goods not so combined; or (c) any modifications or changes made to any Goods by or on behalf of any person other than Seller or its Personnel.

16. Insurance. For a period of five (5) years after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate with financially sound and reputable insurers. Upon the City's request, Seller shall provide the City with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name the City as an additional insured. All insurance policies required pursuant to this **Section 16** shall: (a) be issued by insurance companies reasonably acceptable to the City; (b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided

that, prior to such cancellation, Seller shall have new insurance policies in place that meet the requirements of this **Section 16**; (c) waive any right of subrogation of the insurers against the City; (d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and (e) name the City as additional insured. This **Section 16** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

17. **Termination.** In addition to any remedies that may be provided under this Agreement, the City may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part (a "**Termination for Seller's Breach**"). In the event of a Termination for Seller's Breach, the City may return, at Seller's sole cost and expense, all or any portion of the Goods not received and accepted by the City prior to such termination. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the City may terminate this Agreement upon written notice to Seller. If the City terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by the City prior to the termination.

18. **Confidential Information.** Seller agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Seller may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Seller becomes legally compelled to disclose any Confidential Information, Seller shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Seller remains required by law to disclose any Confidential Information, Seller shall disclose no more than that portion of the Confidential Information which, on the advice of Seller's legal counsel, Seller is legally required to disclose. As used herein, "Confidential Information" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that:

(a) is already known to Seller without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Seller; (c) is developed by Seller independently of, and without reference to, any Confidential Information of the City; or (d) is received by Seller from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

19. Entire Agreement; Conflicting Provisions. This Agreement, together with the Purchase Order and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Seller on any invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) this Section 20 and Sections 10, 11, 12, 14, 15, 16 and 21 through 29, inclusive, of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 21):

If to the City:

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

If to Seller:

(See Seller's address for notices on the signature page hereof.)

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

23. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. The City may at any time insist upon strict compliance with the terms and conditions of this Agreement, notwithstanding any previous custom, practice, or course of dealing to the contrary.

24. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if the City terminates this Agreement in accordance with **Section 17**, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

25. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

26. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

27. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this

Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Relationship of the Parties. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Seller, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Seller joint venturers, partners, or parties to similar relationships with each other.

29. Disclosure. Seller agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing.

30. No Debarment. Seller represents and warrants to the City that Seller is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

31. Representation of Authority. Any individual executing this Agreement on behalf of Seller hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of Seller and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

The City:

CITY OF HIGH POINT

By: _____

Name: _____

Title: _____

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

Seller:

If Seller is an entity:

[LEGAL NAME OF SELLER]

By: _____

Name: _____

Title: _____

If Seller is an individual:

Signature

Print name: [LEGAL NAME OF SELLER]

Seller's address for notices:

Attn.: _____

EXHIBIT A

to

AGREEMENT FOR GOODS PURCHASE

Purchase Order

(See attached)

SAMPLE

APPENDIX



SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	1-414-443-0000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: PHOENIX INS CO INSURER B: TRAVELERS PROP CAS CO OF AMER INSURER C: CONTINENTAL INS CO INSURER D: ACCIDENT FUND INS CO OF AMER INSURER E: INSURER F:	FAX (A/C, No): NAIC # 25623 25674 35289 10166
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223			

COVERAGES

CERTIFICATE NUMBER: 67591463

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		Y660 268J2023	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		810 2L694073	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		6076540927	01/01/23	01/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UH WCP 100074452 01	01/01/23	01/01/24	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PRODUCT DATA SHEETS



Badger Meter

Recordall® Disc Meters

Lead-Free Bronze Alloy, Sizes 5/8, 5/8 x 3/4, 3/4 & 1 inch
NSF/ANSI Standards 61 and 372 Certified



Model 25—5/8 in., 5/8 x 3/4 in.



Model 35—3/4 in.



Model 55—1 in.



Model 70—1 in.

DESCRIPTION

The Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700 and are available in a lead-free bronze alloy. The meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI Standards 61 and 372 (Trade Designations: M25-LL, M35-LL, M55-LL, M70-LL) and carry the NSF-61 mark on the housing. All components of the lead-free bronze alloy meter (housing, measuring element, seals, and so on) comprise the certified system.

Applications: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

Operation: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register or encoder face.

Operating Performance: The Recordall Disc Series meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated in AWWA Standard C700.

Construction: Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber and permanently sealed register or encoder. The meter is available in a lead-free bronze alloy with externally threaded spuds. A corrosion-resistant engineered polymer material is used for the measuring chamber.

Magnetic Drive: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading or AMR/AMI meter reading options.

Tamper-Proof Features: Unauthorized removal of the register or encoder is inhibited by the option of a tamper detection seal wire screw, TORX® tamper-resistant seal screw or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Maintenance: Badger Meter Recordall Disc Series meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters and meter models also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

Connections: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.

Meter Spud and Connection Sizes

Model	Size Designation (in.)	x	"L" Laying Length (in.)	"B" Bore Dia. (in.)	Coupling Nut and Spud Thread (in.)	Tailpiece Pipe Thread (NPT) (in.)
25	5/8	x	7-1/2	5/8	3/4 (5/8)	1/2
	5/8 x 3/4	x	7-1/2	5/8, 3/4	1 (3/4)	3/4
35	3/4	x	7-1/2	3/4	1 (3/4)	3/4
	3/4	x	9	3/4	1 (3/4)	3/4
	3/4 x 1	x	9	3/4	1-1/4 (1)	1
55	1	x	10-3/4	1	1-1/4 (1)	1
70	1	x	10-3/4	1	1-1/4 (1)	1

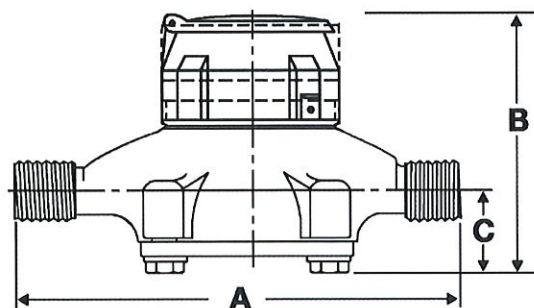
SPECIFICATIONS

	Model 25 (5/8 in. & 5/8 x 3/4 in.)	Model 35 (3/4 in.)	Model 55 (1 in.)	Model 70 (1 in.)
Typical Operating Range (100% ±1.5%)	0.5...25 gpm (0.11...5.7 m³/hr)	0.75...35 gpm (0.17...7.9 m³/hr)	1...55 gpm (0.23...12.5 m³/hr)	1.25...70 gpm (0.28...16 m³/hr)
Low Flow	0.25 gpm (0.057 m³/hr) Min. 98.5%	0.375 gpm (0.085 m³/hr) Min. 97%	0.5 gpm (0.11 m³/hr) Min. 95%	0.75 gpm (0.17 m³/hr) Min. 95%
Maximum Continuous Operation	15 gpm (3.4 m³/hr)	25 gpm (5.7 m³/hr)	40 gpm (9.1 m³/hr)	50 gpm (11.3 m³/hr)
Pressure Loss at Maximum Continuous Operation	5/8 in. size: 3.5 psi @ 15 gpm (0.24 bar @ 3.4 m³/hr) 5/8 x 3/4 in. size: 2.8 psi @ 15 gpm (0.19 bar @ 3.4 m³/hr)	5 psi @ 25 gpm (0.37 bar @ 5.7 m³/hr)	3.4 psi @ 40 gpm (0.23 bar @ 9.1 m³/hr)	6.5 psi @ 50 gpm (0.45 bar @ 11.3 m³/hr)
Maximum Operating Temperature	80° F (26° C)			
Maximum Operating Pressure	150 psi (10 bar)			
Measuring Element	Nutting disc, positive displacement			
Meter Connections	<i>Available in NL bronze and engineered polymer to fit spud thread bore diameter sizes:</i>			
	5/8 in. size: 5/8 in. (DN 15 mm) 5/8 x 3/4 in. size: 3/4 in. (DN 15 mm)	3/4 in. (DN 20 mm)	1 in. (DN 25 mm)	1 in. (DN 25 mm)

MATERIALS

	Model 25 (5/8 in. & 5/8 × 3/4 in.)	Model 35 (3/4 in.)	Model 55 (1 in.)	Model 70 (1 in.)
Meter Housing	Lead-free bronze alloy			
Housing Bottom Plates	Cast iron, lead-free bronze alloy, engineered polymer	Cast iron, lead-free bronze alloy		
Measuring Chamber	Engineered polymer			
Disc	Engineered polymer			
Trim	Stainless steel			
Strainer	Engineered polymer			
Disc Spindle	Stainless steel	Stainless steel	Engineered polymer	Stainless steel
Magnet	Ceramic	Ceramic	Ceramic	Ceramic
Magnet Spindle	Engineered polymer	Stainless steel	Engineered polymer	Stainless steel
Register Lid and Shroud	Engineered polymer, bronze			

DIMENSIONS



Meter Size	Model	A Laying Length	B Height Reg.	C Centerline Base	Width	Approx. Shipping Weight
5/8 in. (15 mm)	25	7-1/2 in. (190 mm)	4-15/16 in. (125 mm)	1-11/16 in. (42 mm)	4-1/4 in. (108 mm)	4-1/2 lb (2 kg)
5/8 in. x 3/4 in. (15 mm)		7-1/2 in. (190 mm)	4-15/16 in. (125 mm)	1-11/16 in. (42 mm)	4-1/4 in. (108 mm)	4-1/2 lb (2 kg)
3/4 in. (20 mm)	35	7-1/2 in. (190 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	5-1/2 lb (2.5 kg)
3/4 in. (20 mm)		9 in. (229 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	5-3/4 lb (2.6 kg)
3/4 in. x 1 in. (20 mm)		9 in. (229 mm)	5-1/4 in. (133 mm)	1-5/8 in. (41 mm)	5 in. (127 mm)	6 lb (2.7 kg)
1 in. (25 mm)	55	10-3/4 in. (273 mm)	6 in. (152 mm)	2-1/32 in. (52 mm)	6-1/4 in. (159 mm)	8-3/4 lb (3.9 kg)
1 in. (25 mm)	70	10-3/4 in. (273 mm)	6-1/2 in. (165 mm)	2-5/16 in. (59 mm)	7-3/4 in. (197 mm)	11-1/2 lb (5.2 kg)

REGISTERS / ENCODERS

Standard—Sweep-Hand Registration

The standard register is a straight-reading, permanently sealed magnetic drive register. Dirt, moisture, tampering and lens fogging problems are eliminated. The register has a six-odometer wheel totalization display, 360° test circle with center sweep hand, and flow finder to detect leaks. Register gearing is made of self-lubricating engineered polymer, which minimizes friction and provides long life. The multi-position register simplifies meter installation and reading. The register capacity is 10,000,000 gallons (1,000,000 ft³, 100,000 m³).

A Model 25 register is used in the following example:



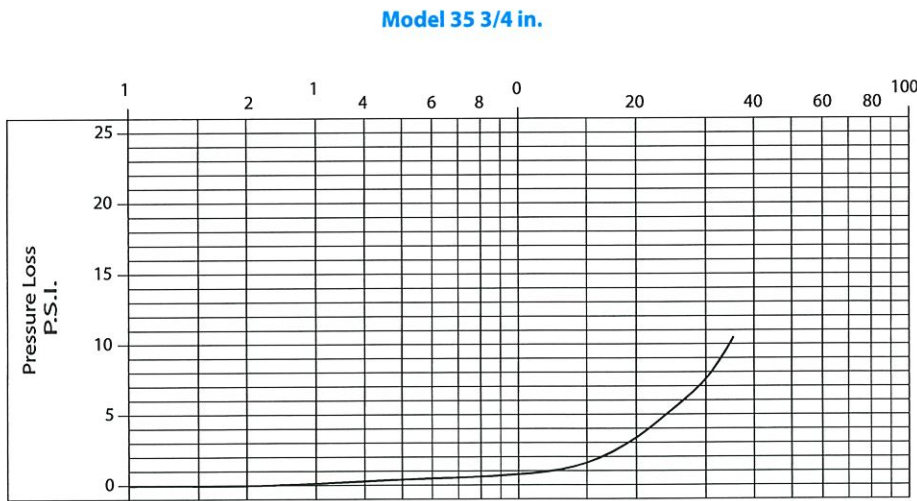
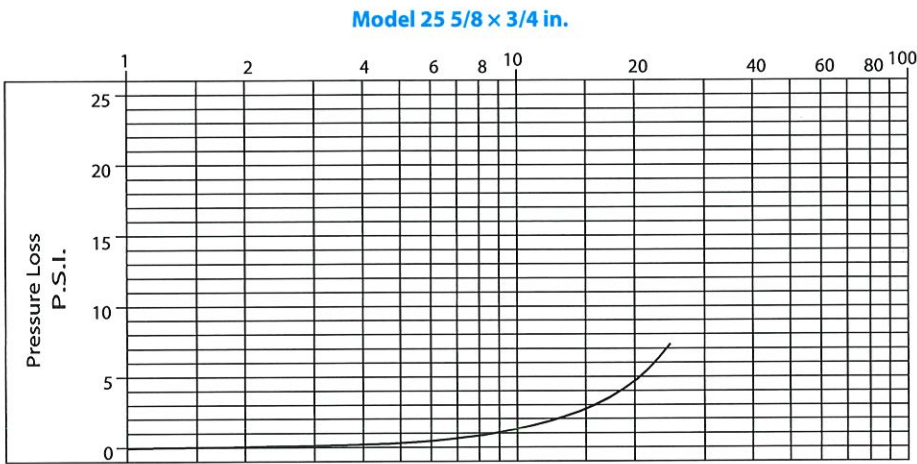
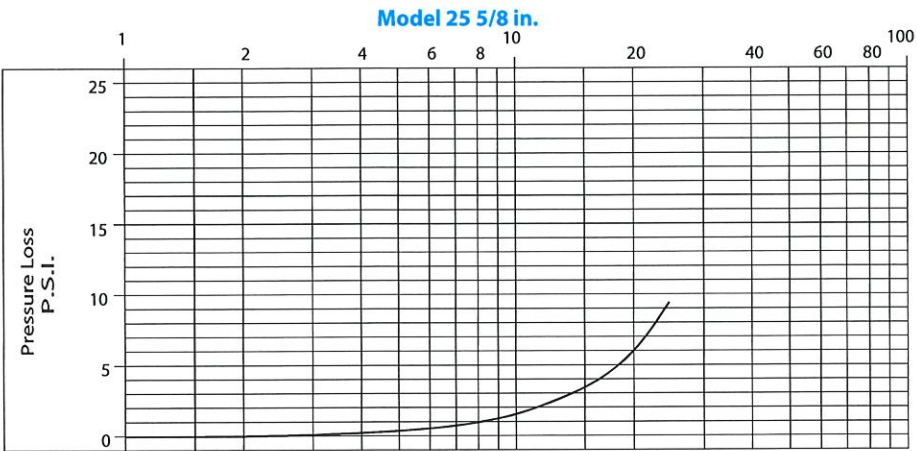
Model	Gallon	Cubic Feet	Cubic Meter
25 (5/8 in.)	10	1	0.1/0.01
25 (5/8 x 3/4 in.)	10	1	0.1/0.01
35	10	1	0.1
55	10	1	0.1
70	10	1	0.1

Optional—Encoders for AMR/AMI Reading Solutions

AMR/AMI solutions are available for all Recordall Disc Series meters. All reading options can be removed from the meter without disrupting water service. Badger Meter encoders provide years of reliable, accurate readings for a variety of applications. See details at www.badgermeter.com.

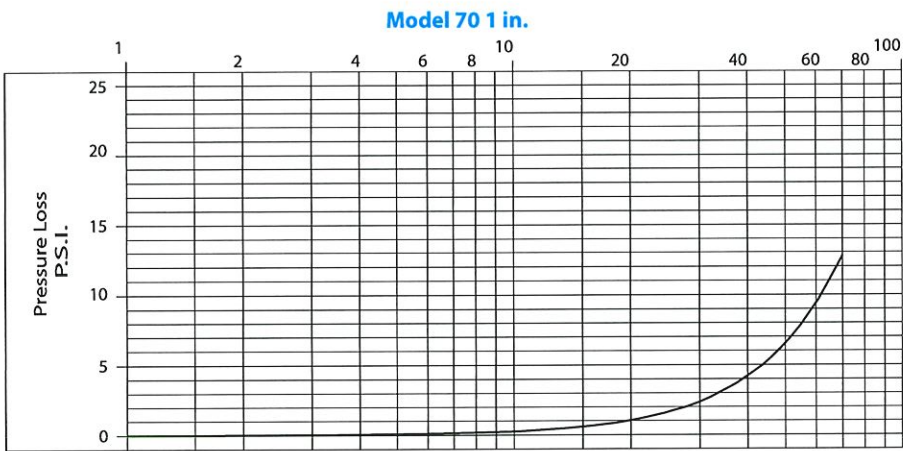
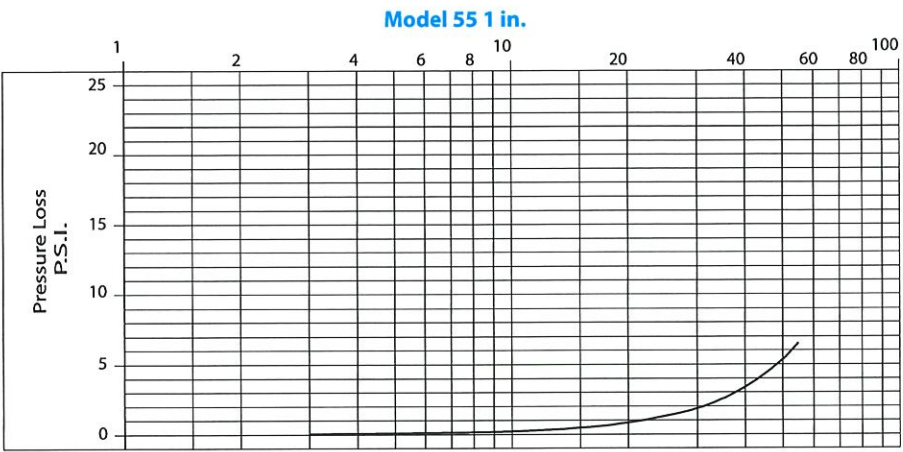
PRESSURE LOSS CHARTS

Rate of Flow in Gallons per Minute



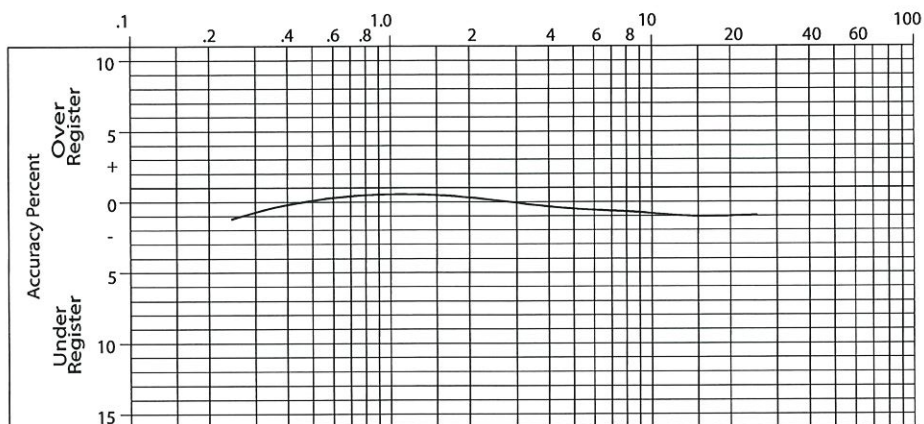
PRESSURE LOSS CHARTS (CONTINUED)

Rate of Flow in Gallons per Minute

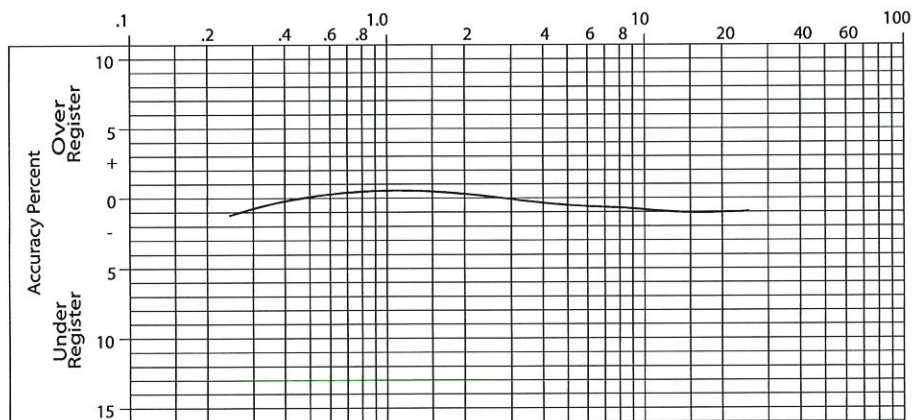


ACCURACY CHARTS

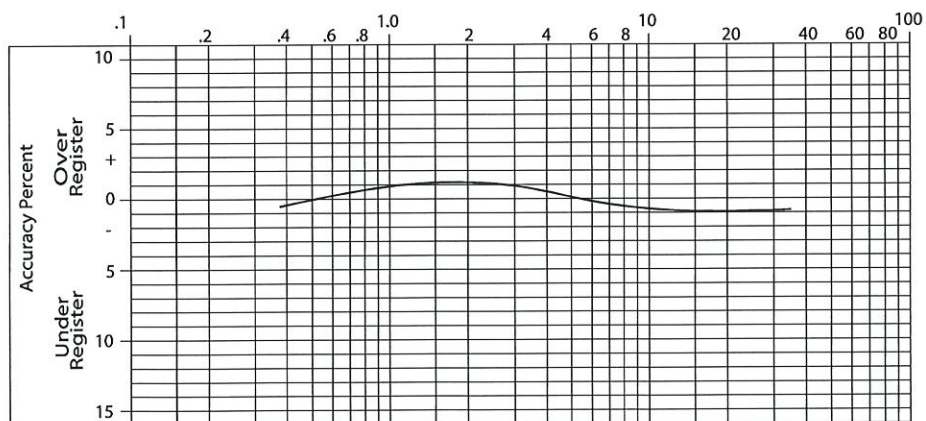
Model 25 5/8 in.



Model 25 5/8 x 3/4 in.

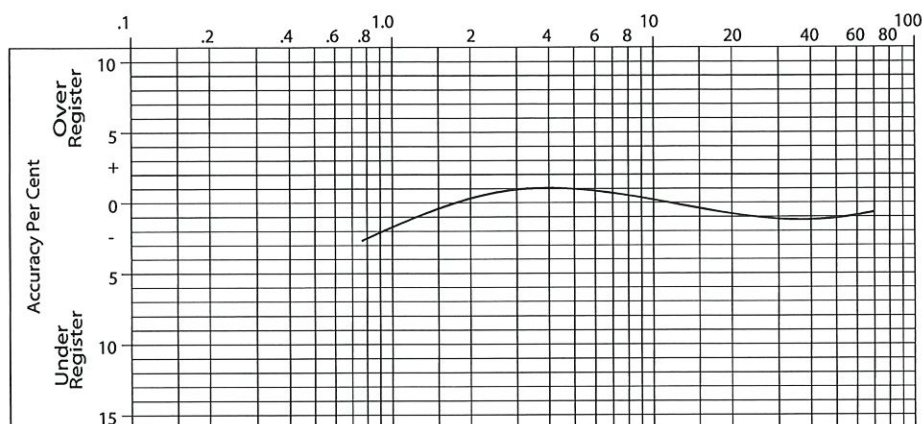


Model 35 3/4 in.

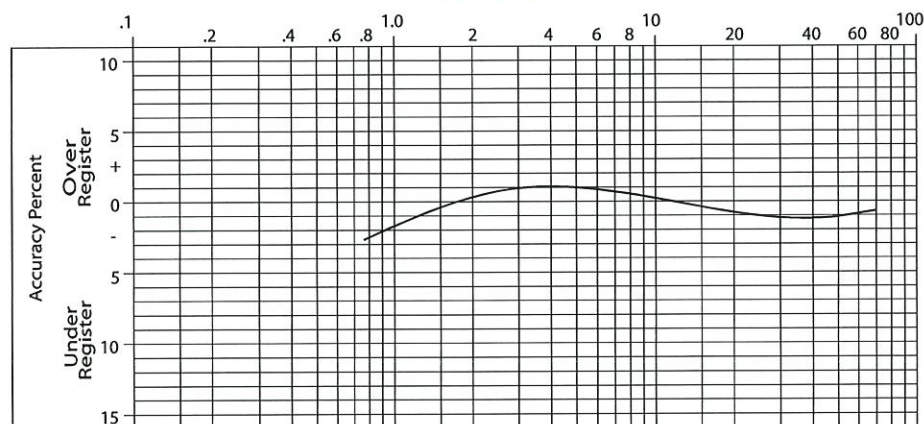


ACCURACY CHARTS (CONTINUED)

Model 55 1 in.



Model 70 1 in.



SMART WATER IS BADGER METER

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Legacy Document Numbers: RDM-DS-00062, 63, 64, 65, 66, and 74



Badger Meter

HR-E High Resolution Encoder

DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall® Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

Electronic Resolution: Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

Mounting: The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

Local Indication: The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

Tamper-Resistant Features: Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX® seal screw, or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Construction: The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the HR-E is $-40 \dots 140^{\circ}\text{F}$ ($-40 \dots 60^{\circ}\text{C}$). The water meter should not be subjected to temperatures below freezing.

Sealing: The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.



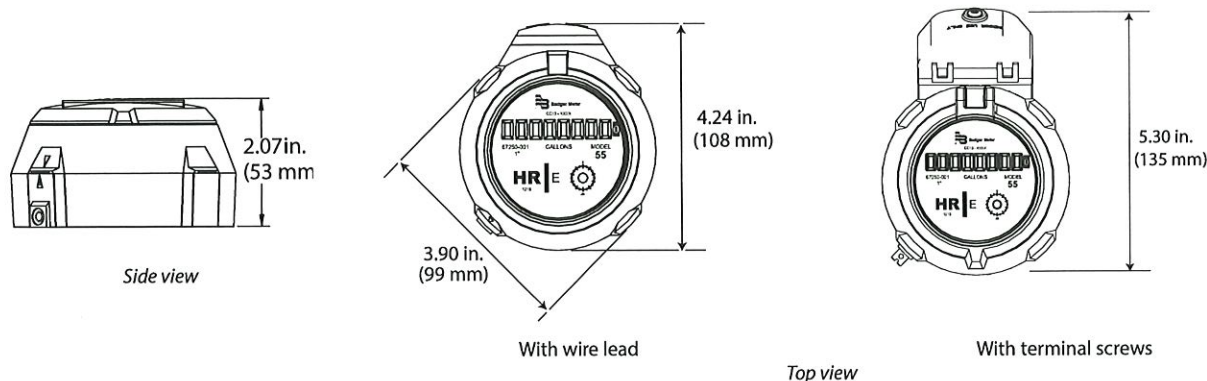
SPECIFICATIONS

Encoder Type	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face
Number Wheels	Eight with 5/32 inch high numerals
Test Circle	360° circle with ten major increments, ten divisions each
Weight	10 ounces
Humidity	0...100% condensing when equipped with potted lead wire, 0...95% non-condensing with screw-terminal wire connections
Temperature	$-40 \dots 140^{\circ}\text{F}$ ($-40 \dots 60^{\circ}\text{C}$)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch
Signal Type	3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data) 2-wire asynchronous for Touch solutions
Power Source	External

Operating Characteristics: The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

Wire Connections: The HR-E is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for a field splice connection or fully prewired to an AMR/AMI endpoint. A terminal screw version of the HR-E is also available. This version features a tamper-resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

DIMENSIONAL DRAWINGS



MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

Recordall Disc Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
M25/MLP	5/8	0.1	0.01	0.001
M25/MLP	3/4	0.1	0.01	0.001
M35	3/4	0.1	0.01	0.001
M40	1	0.1	0.01	0.001
M55	1	0.1	0.01	0.001
M70	1	0.1	0.01	0.001
M120	1-1/2	1	0.1	0.01
M170	2	1	0.1	0.01

Fire Service Series	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
3 in.	1	0.1	0.01
4 in.	1	0.1	0.01
6 in.	10	1	0.1
8 in.	10	1	0.1
10 in.	10	1	0.1

Recordall Turbo Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
T160	1-1/2	1	0.1	0.01
T200	2	1	0.1	0.01
T450	3	1	0.1	0.01
T1000	4	1	0.1	0.01
T2000	6	10	1	0.1
T3500	8	10	1	0.1
T5500	10	10	1	0.1
T6200	12	100	10	0.1
T6600	16	100	10	1
T10000	20	100	100	1

Recordall Compound Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft³)	8-Dial Resolution (m³)
High Side T200	2	1	0.1	0.01
Low Side M25	2	0.1	0.01	0.001
High Side T450	3	1	0.1	0.01
Low Side M25	3	0.1	0.01	0.001
High Side T1000	4	1	0.1	0.01
Low Side M35	4	0.1	0.01	0.001
High Side T2000	6	10	1	0.1
Low Side M35	6	0.1	0.01	0.001

Resolution stated as individual high and low readings.

Making Water Visible®

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PRODUCT WARRANTIES



Badger Meter

Lead-Free Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models 25 through 170, when used to measure potable water, including the registers used with these meters (collectively "Product") sold on or after January 25, 2019. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
Recordall Meter Model, Size	<i>The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:</i>	<i>The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:</i>	<i>Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:</i>
Model 25, 5/8 in. and 5/8 x 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 35, 3/4 in.	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
Model 55, 1 in.	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
Model 70, 1 in.	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
Model 120, 1-1/2 in.	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
Model 170, 2 in.	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price.

BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS:

- (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY
- (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND
- (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Making Water Visible®

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Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 19-07 Parkway Parade | Singapore 449269 | +65-63464836
Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

Legacy Document Number: RD-W-4-AWWA-EN



Badger Meter

HR-E®

High Resolution Encoder

PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution Encoder (HR-E®) ("Product"), sold on or after June 18, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within twenty (20) years and six (6) months after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or

distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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PRODUCT PARTS LIST



Badger Meter

Recordall® Disc Series Meters

Lead-Free Bronze Alloy, Models 25, 35, 55, 70



Model 25—5/8 in., 5/8 x 3/4 in.



Model 35—3/4 in.



Model 55—1 in



Model 70—1 in



Recordall® Disc Series Meters, Lead-Free Bronze Alloy, Models 25, 35, 55, 70

Item	Registration Parts Description	Part Number				
		Model LP	Model 25	Model 35	Model 55	Model 70
1a	Register flat lid (plastic) medium gray	62278-003	62278-003	62278-003	62278-003	62278-003
1b	Register flat lid (bronze)	62353-001	62353-001	62353-001	62353-001	62353-001
1c	Register flat lid (purple) "RECLAIMED"	62740-001	62740-001	62740-001	62740-001	62740-001
1d	Register flat lid and shroud (bronze)	62616-001	62616-001	62616-001	62616-001	62616-001
2a	Register assembly	U.S. gallons	63961-159	63961-002	63961-060	63961-153
		Cubic feet	63961-160	63961-003	63961-061	63961-154
		Imperial gallons	63961-162	63961-016	63961-074	63961-156
		Cubic meters	63961-161	63961-007	63961-062	63961-155
2b	Register assembly for "RECLAIMED"	U.S. gallons	63961-163	63961-088	63961-089	63961-157
		Cubic feet	63961-164	63961-091	63961-092	63961-158
3a	Tamper-resistant screw, standard (for local register, HR-E®)	62335-001	62335-001	62335-001	62335-001	62335-001
	Tamper-resistant screw, standard (for HR-E LCD encoder, not shown)	62624-001	62624-001	62624-001	62624-001	62624-001
3b	Tamper-resistant TORX® seal screw (for local register, HR-E)	62516-001	62516-001	62516-001	62516-001	62516-001
	Tamper-resistant TORX® seal screw (for HR-E LCD encoder, not shown)	62516-002	62516-002	62516-002	62516-002	62516-002
3c	Tamper-resistant keyed seal screw, standard (for local register, HR-E)	66925-001	66925-001	66925-001	66925-001	66925-001
	Tamper-resistant keyed seal screw, short (for HR-E LCD encoder, not shown)	66925-003	66925-003	66925-003	66925-003	66925-003
4a	Plastic shroud (bottom half) medium gray	—	62279-009	62279-009	62279-009	62279-009
4b	Plastic shroud (bottom half) "RECLAIMED"	—	62279-003	62279-003	62279-003	62279-003
5a	Plastic shroud (top half) medium gray	—	62280-004	62280-004	62280-004	62280-004
5b	Plastic shroud (top half) "RECLAIMED"	—	62280-002	62280-002	62280-002	62280-002
6	Bronze shroud (for flat lid)	62442-001	62442-001	62442-001	62442-001	62442-001
7	Plastic insert for flat lid bronze shroud	62455-001	62455-001	62455-001	62455-001	62455-001
8	Flat lid hinge pin	59568-003	59568-003	59568-003	59568-003	59568-003

Item	Meter Parts Description	Part Numbers			
		Model 25	Model 35	Model 55	Model 70
9a	Housing (BiA), 5/8 in.	62303-021	—	—	—
9b	Housing (BiA), 5/8 x 3/4 in., 5/8 in. bore	62303-019	—	—	—
9c	Housing (BiA), 5/8 x 3/4 in., 3/4 in. bore	62303-020	—	—	—
9d	Housing (BiA), 3/4...7-1/2 in. lay length	—	59807-006	—	—
9e	Housing (BiA), 3/4 x 9 in.	—	59809-009	—	—
9f	Housing (BiA), 3/4 x 1 x 9 in.	—	59809-010	—	—
9g	Housing (BiA), 1 in.	—	—	—	58867-009
9h	Housing (BiA), 1 in.	—	—	65615-003	—
10	Chamber assembly, plastic w/plastic thrust roller	33334-009	33334-029	65553-003	33334-032
	Chamber assembly, plastic w/stainless steel thrust roller	—	—	—	33334-016
	Chamber assembly, plastic, for "RECLAIMED" water (not shown)	33334-038	33334-040	65553-004	33334-042
11	Combined strap and screen	64942-001	—	—	59186-001
12	Screen	—	59805-001	65619-001	—
13	Chamber retainer strap	—	58540-001	58540-001	—
14	Housing gasket O-ring	11071-033	59782-001	65592-001	58769-001
15	Housing bottom liner (for cast iron)	57800-001	59786-001	65618-001	58770-001
15a	Housing bottom liner screen	—	—	—	—
16a	Housing bottom, cast iron	57799-001	59785-001	65654-001	59293-002
16b	Housing bottom (BiA)	—	—	65617-003	—
16b	Housing bottom (BiA)	62635-005	59784-005	—	59703-006
16c	Housing bottom, plastic (not shown)	64428-001	—	—	—
16d	Housing bottom, cast iron, for "RECLAIMED"	57799-003	59785-003	65654-003	59293-003
16e	Housing bottom, bronze, for "RECLAIMED"	62635-002	59784-002	65617-002	59703-002
17a	Housing bolt, plastic closure	58396-001	—	—	—
17b	Housing bolt, seal, plastic closure	58396-002	—	—	—
17c	Housing bolt, seal, bronze/iron closure	59058-001	59058-001	59058-001	59733-001
17d	Housing bolt, bronze/iron closure	62777-001	62777-001	62777-001	—
17e	Housing bolt, bronze bolt	62260-001	62260-001	62260-001	55029-060
17f	Housing bolt, seal, bronze bolt	—	—	—	25421-041
17g	Housing bolt, all bottoms	—	—	—	—
17h	Housing bolt, seal, all bottoms	—	—	—	—
19	Washer (M70) bronze bottom. 1989-1997 only, stainless steel washer (not shown)	—	—	—	24991-044
	Washer (M70) bronze bottom. 1989-1997 only, bronze washer (not shown)	—	—	—	55260-016
20	TORX® seal screw driver & bit (stubby)	62658-001	62658-001	62658-001	62658-001
	TORX® seal screw driver & bit (long)	62658-003	62658-003	62658-003	62658-003
	TORX® seal screw driver bit (not shown)	62657-001	62657-001	62657-001	62657-001
	Driver bit, keyed seal screw (not shown)	66925-002	66925-002	66925-002	66925-002
21	Bit driver, stubby, without bit (not shown)	62658-005	62658-005	62658-005	62658-005
	Bit driver, standard, without bit (not shown)	62658-006	62658-006	62658-006	62658-006
	Register test ring	62446-001	62446-001	62446-001	62446-001
22	Plastic shroud disassembly tool	62346-001	62346-001	62346-001	62346-001
Chamber assembly service parts:					
	O-Ring for chamber	22650-045	22650-056	22650-060	22650-057
	O-Ring for all plastic chamber	64083-006	—	—	—
	Thrust roller, plastic	58965-001	58965-001	65558-001	59652-001
	Thrust roller, stainless steel	—	—	—	59746-001
	Dovetail thrust roller insert	33342-000	59743-001	—	11074-003

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**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Customer Service

COUNCIL AGENDA DATE: 10/2/2023

BID NO.: 09-082223 CONTRACT NO.: DATE OPENED: 8/22/2023

DESCRIPTION:

5/8" low profile positive displacement meter with sealed register.

PURPOSE:

The purpose of purchasing five 5/8 water meters for the City of High Point is to support the maintenance and improvement of the city's water infrastructure. These meters will replace older or malfunctioning meters, ensuring accurate measurement of water consumption for billing purposes. Additionally, the new meters may incorporate advanced technology to enhance data collection and monitoring capabilities, contributing to more efficient water management and conservation efforts within the city. This investment is essential to maintain reliable water services for residents and to uphold the city's commitment to responsible water resource management.

COMMENTS:

RECOMMEND AWARD TO: Badger Meter Inc. AMOUNT: \$838,880.00

JUSTIFICATION:

Choosing Badger Meter Inc as the preferred supplier for water meters is justified for several compelling reasons: Quality and Reliability; Cost effectiveness, Compatibility.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621751	526104			\$833,000.00
631257	526101			\$5,880.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Jeremy Coble Digitally signed by Jeremy Coble Date: 2023.09.19 12:56:19 -04'00' DATE: 9/19/23

The Purchasing Division concurs with recommendation submitted by the Customer Services and recommends award to the lowest responsible, responsive bidder Badger Meter Inc in the amount of \$ \$838,880.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2023.09.19 14:27:44 -04'00' DATE: 9/19/2023

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2023.09.25 08:35:02 -04'00' DATE:

CITY MANAGER: DATE:

"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE PURCHASE OF AN EXCAVATOR
FOR SOLID WASTE

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$152,000 in Fleet Services for the purchase of an additional excavator for the Ingleside Composting Facility. Existing budgeted funds in the Solid Waste Fund will cover the cost of the purchase.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Central Services Fund revenues be amended as follows:

Transfer from Solid Waste Fund	\$152,000
--------------------------------	-----------

(B) That the following Central Services Fund expenditures be amended as follows:

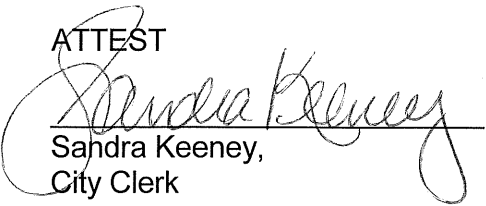
Vehicles and Other Rolling Stock (Excavator)	\$152,000
--	-----------

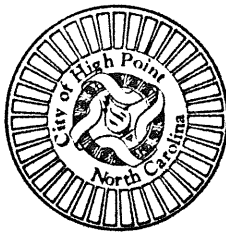
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

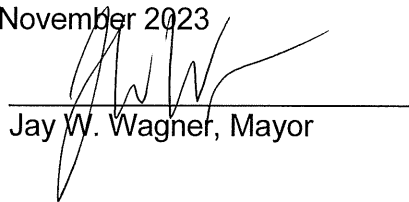
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 6th day of November 2023

ATTEST


Sandra Keeney,
City Clerk




Jay W. Wagner, Mayor

Office of the Mayor
City of High Point
North Carolina

Proclamation...

WHEREAS, National Apprenticeship Week is celebrating its 9th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers across the nation; and

WHEREAS, High Point recognizes the urgent need to prepare and maintain an inclusive, diverse and highly-skilled workforce that is capable of meeting the demands of the industry we serve and fortifying our economy; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train their future workforce while offering career seekers pathways to good, quality jobs and well paying careers; and

WHEREAS, High Point recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, High Point recognizes that Registered Apprenticeship, a proven and industry-driven training model is recognized as a key strategy to improving job quality, and creating access to good-paying, family-sustaining jobs for all, starting with youth and young adults, while addressing some of our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, I, Jay Wagoner, Mayor of High Point, call upon our industry employer partners to recognize the value of Registered Apprenticeship, and to promote industry awareness and expansion during the 9th anniversary of National Apprenticeship Week: November 13 through November 19, 2023.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused to be
affixed the Seal of the City of High Point,
North Carolina this 6th day of November,
2023.

Jay W. Wagner, Mayor

**RESOLUTION APPROVING CHANGES IN STATE HIGHWAY SYSTEM STREETS
WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF HIGH POINT**

WHEREAS, in reviewing the status of State Highway System Streets with officials of the North Carolina Department of Transportation, it has been determined that certain deletions should be made on the State Highway System Streets within the corporate limits of the City of High Point due to various changes in functionality and street connectivity; and

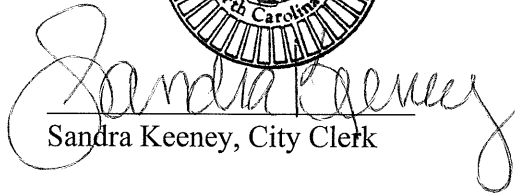
WHEREAS, the City plans for public improvements to these facilities, and removal of these streets from the State Highway System would help facilitate the engineering design, plan review, and utility relocation processes associated with the adjoining public improvement projects.

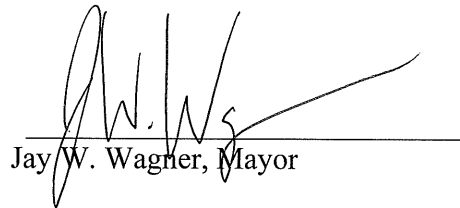
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of High Point approve the deletions in the State Highway System as identified below which shall become effective December 1, 2023, upon concurrence by the North Carolina Board of Transportation.

Name	SR	FROM	TO	Length (miles)
Kersey Vally Road	1154	Kivett Drive	0.42 miles south Kivett Drive	0.42

Adopted this the 6th day of November 2023 at High Point, North Carolina.

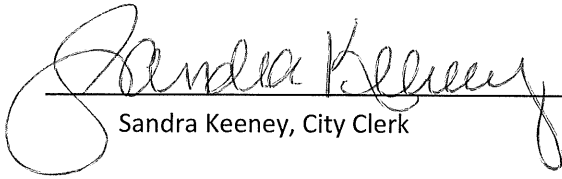


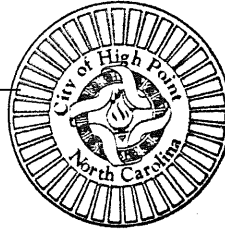

Sandra Keeney, City Clerk

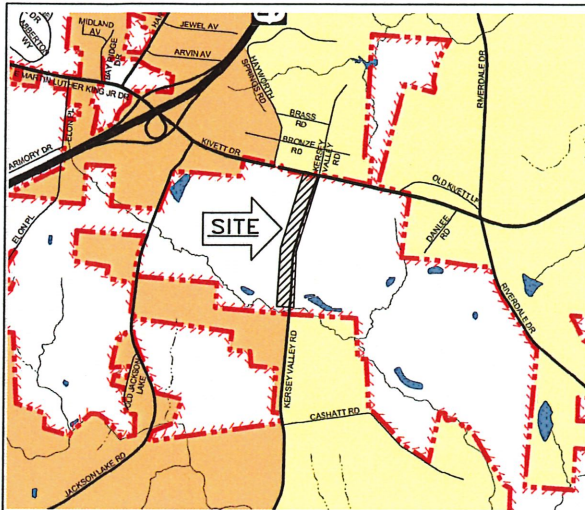

Jay W. Wagner, Mayor

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point, NC does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City of High Point, NC duly held on the 6th day of November, 2023; and, further, that such
resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS
WHEREOF, I have hereunto set my hand this 7 day of November, 2023.


Sandra Keeney, City Clerk





VICINITY MAP (NTS)



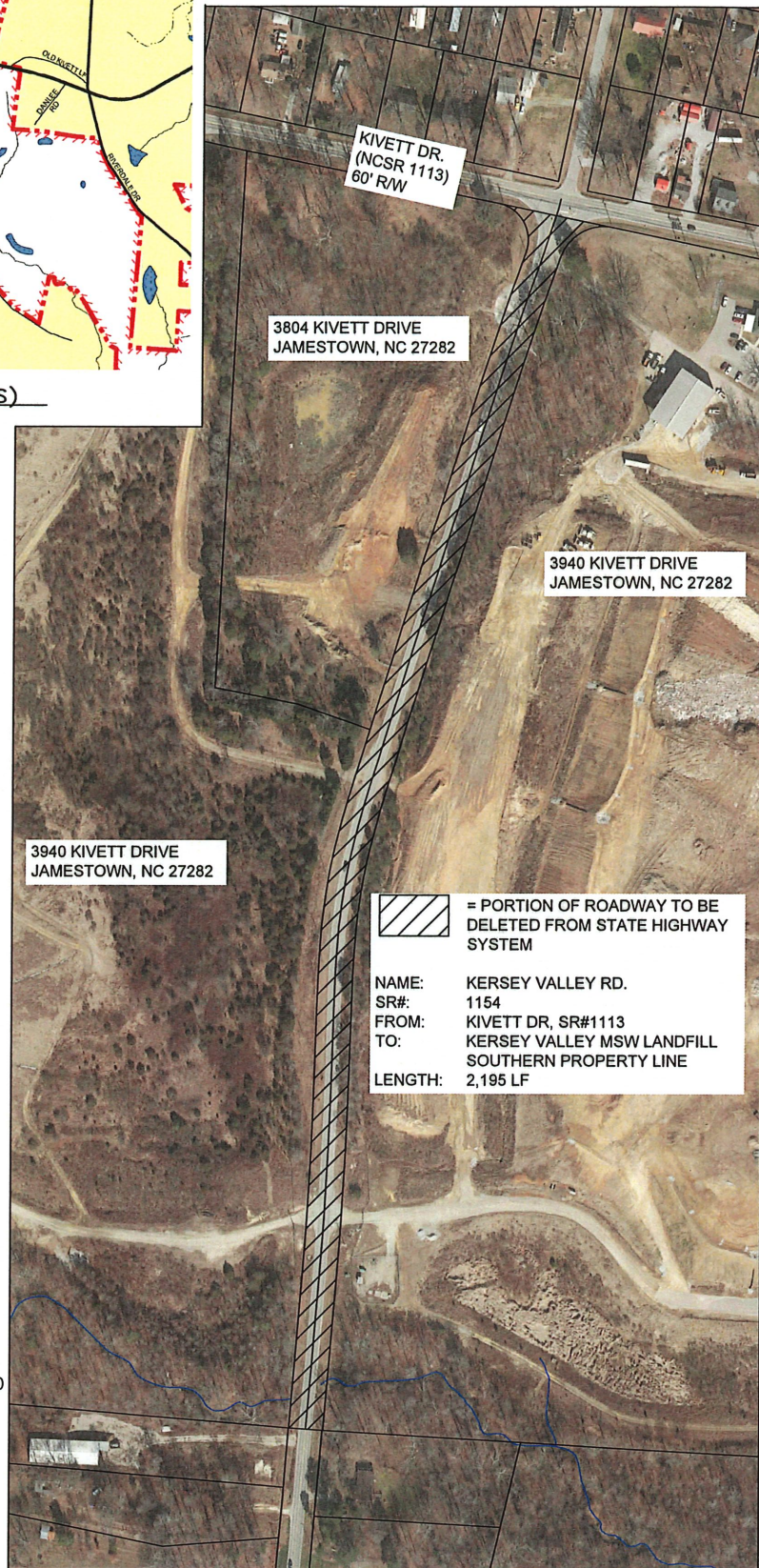
NOTES:

1. THE CITY OF HIGH POINT WILL ACCEPT MAINTENANCE FOR THE PORTION OF KERSEY VALLEY ROAD AS SHOWN ON THIS EXHIBIT.

200 0 200 400



Scale 1" = 200'



 = PORTION OF ROADWAY TO BE DELETED FROM STATE HIGHWAY SYSTEM

NAME: KERSEY VALLEY RD.
SR#: 1154
FROM: KIVETT DR, SR#1113
TO: KERSEY VALLEY MSW LANDFILL
SOUTHERN PROPERTY LINE
LENGTH: 2,195 LF



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

EXHIBIT DRAWING FOR
KERSEY VALLEY ROAD
CITY OF HIGH POINT

PORTION OF ROADWAY TO BE DELETED FROM STATE HIGHWAY SYSTEM
HIGH POINT - GUILFORD COUNTY - N.C.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution for State System Road Abandonment – Kersey Valley Road	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A - Resolution Attachment B – Location Map	

PURPOSE: The attached Resolution acknowledges the City's acceptance of maintenance responsibilities for the listed road segment to be abandoned by the North Carolina Department of Transportation (NCDOT), effective December 1, 2023, pending approval by the North Carolina Board of Transportation.

BACKGROUND: The Public Services Department is in the process of relocating a portion of Kersey Valley Road that passes adjacent to the existing Kersey Valley Landfill for the sole purpose of expanding the landfill. Kersey Valley Road (SR 1154) is a state-maintained road. The portion adjacent to the landfill will eventually be closed to traffic and removed for future landfill expansion. The NCDOT has participated in plan reviews and meetings associated with the relocation project.

BUDGET IMPACT: Routine maintenance costs for road and utility repairs should be minimal for a period of up to two years in which the road could remain open to the public. During this time, the City will be eligible to receive Powell Bill maintenance funds for Kersey Valley Road.

RECCOMENDATION/ACTION REQUESTED: Staff recommends adoption of the Resolution requesting abandonment of a portion of Kersey Valley Road.



**RESOLUTION APPROVING CHANGES IN STATE HIGHWAY SYSTEM STREETS
WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF HIGH POINT**

WHEREAS, in reviewing the status of State Highway System Streets with officials of the North Carolina Department of Transportation, it has been determined that certain deletions should be made on the State Highway System Streets within the corporate limits of the City of High Point due to various changes in functionality and street connectivity; and

WHEREAS, the City plans for public improvements to these facilities, and removal of these streets from the State Highway System would help facilitate the engineering design, plan review, and utility relocation processes associated with the adjoining public improvement projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of High Point approve the deletions in the State Highway System as identified below which shall become effective December 1, 2023, upon concurrence by the North Carolina Board of Transportation.

Name	SR	FROM	TO	Length (miles)
Kersey Vally Road	1154	Kivett Drive	0.42 miles south Kivett Drive	0.42

Adopted this the 6th day of November 2023 at High Point, North Carolina.

[SEAL]

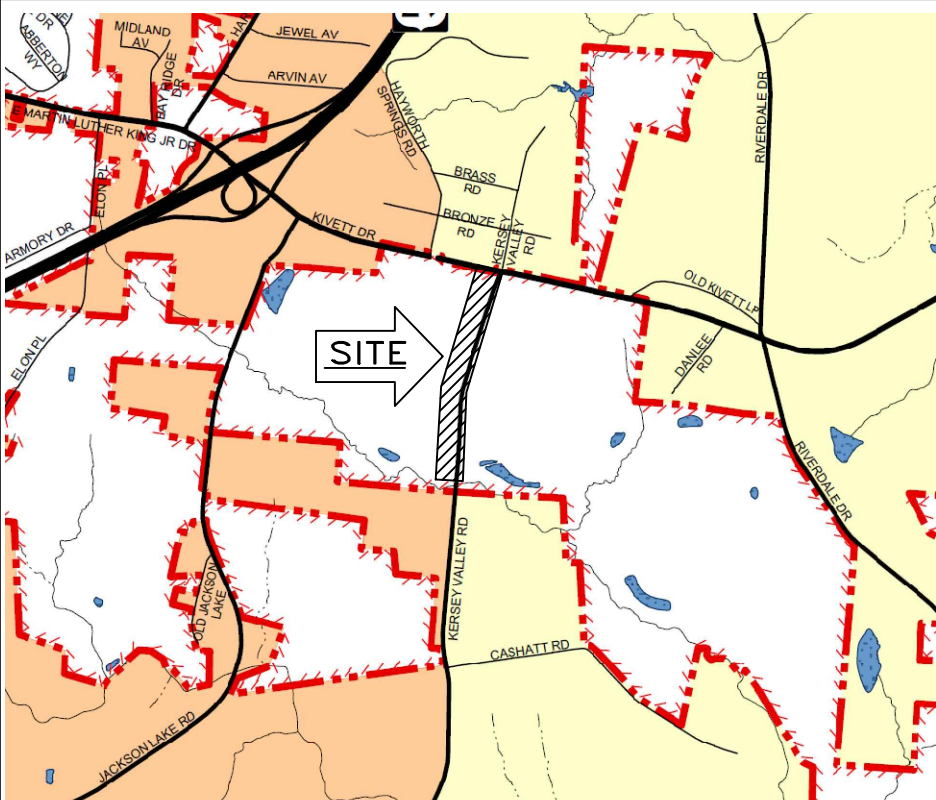
Jay W. Wagner, Mayor

Sandra Keeney, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point, NC does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the City of High Point, NC duly held on the 6th day of November, 2023; and, further, that such
resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS
WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

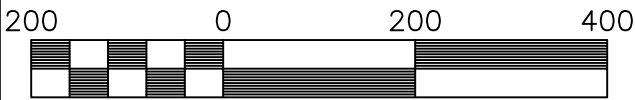
Sandra Keeney, City Clerk



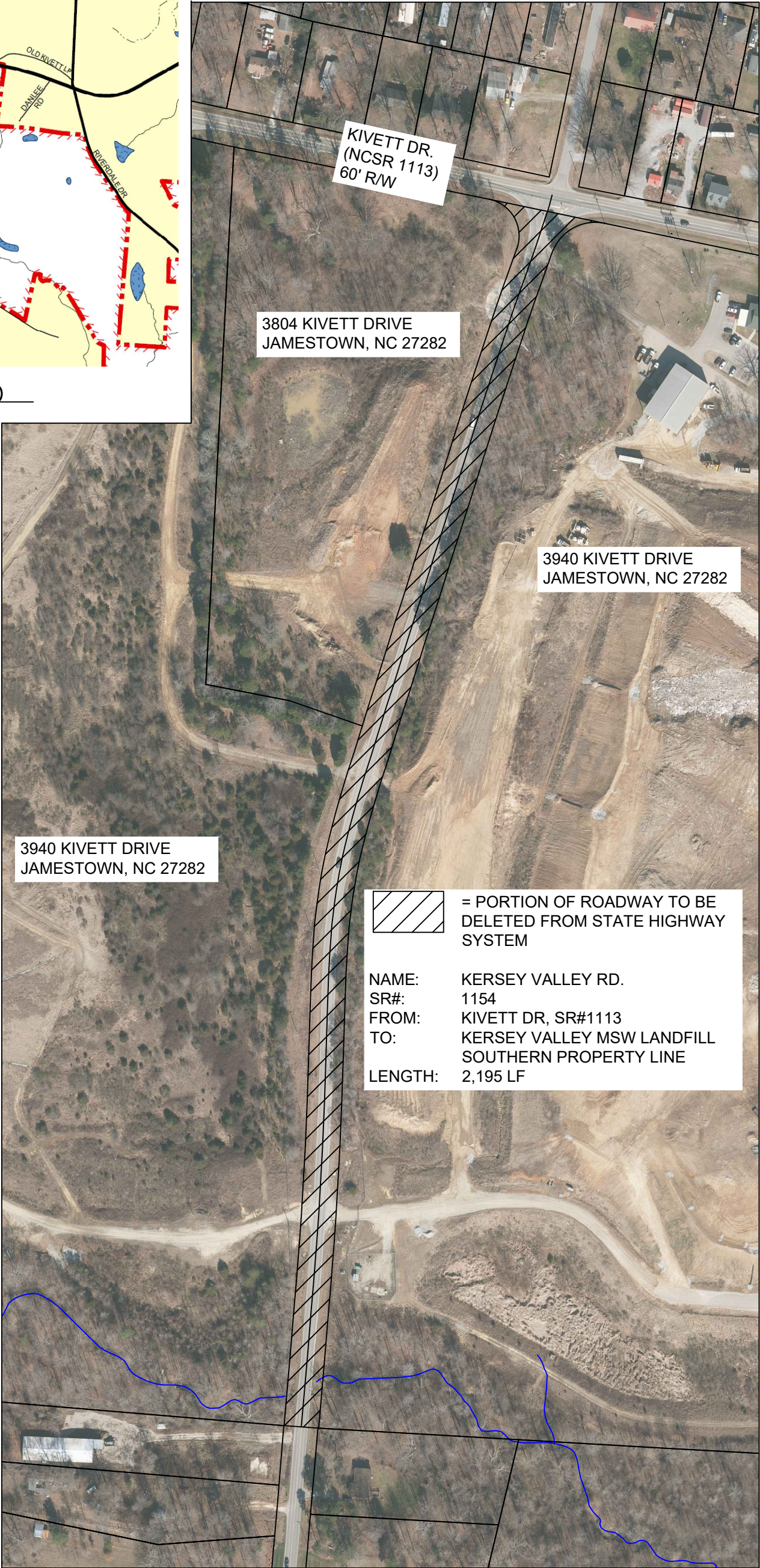
VICINITY MAP (NTS)



NOTES:
1. THE CITY OF HIGH POINT WILL ACCEPT MAINTENANCE FOR THE PORTION OF KERSEY VALLEY ROAD AS SHOWN ON THIS EXHIBIT.



Scale 1" = 200'



 = PORTION OF ROADWAY TO BE DELETED FROM STATE HIGHWAY SYSTEM

NAME: KERSEY VALLEY RD.
SR#: 1154
FROM: KIVETT DR, SR#1113
TO: KERSEY VALLEY MSW LANDFILL SOUTHERN PROPERTY LINE
LENGTH: 2,195 LF

	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	EXHIBIT DRAWING FOR KERSEY VALLEY ROAD CITY OF HIGH POINT PORTION OF ROADWAY TO BE DELETED FROM STATE HIGHWAY SYSTEM HIGH POINT – GUILFORD COUNTY – N.C.
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**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE UPSET BID PROCEDURE
FOR THE SALE OF CITY OWNED PROPERTIES**

WHEREAS, the City of High Point (“City”) owns nine (9) vacant lots more particularly described below and hereinafter referred to collectively as the “Properties:”

<u>Tax Parcel #</u>	<u>Address</u>	<u>Square Feet</u>	<u>Acre</u>
175341	711 E. Commerce Ave.	8,277	.19
175393	407 Walnut St.	6,534	.15
171652	517 Walnut St.	6,098	.14
171629	505 White Oak St.	7,841	.18
171623	517 White Oak St.	8,277	.19
171639	518 White Oak St.	7,841	.18
171621	523 White Oak St.	9,583	.22
171620	525 White Oak St.	8,277	.19
171661	526 White Oak St.	5,663	.13

; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the Properties; and

WHEREAS, Sterling Real Estate Development of North Carolina, LLC has offered a bid of Ninety Nine Thousand Dollars (\$99,000.00) for the Properties and paid the amount of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00), the required five percent (5%) deposit on its offer.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Authorizes sale of the Properties described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the Properties, the amount and terms of the offer, and the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the ten (10) day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a ten (10) day notice period has passed

without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will credit the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

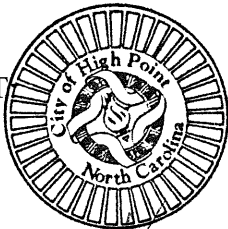
- the City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed; and
- the buyer must pay balance with cash, cashier's check, or certified check at the time of closing.

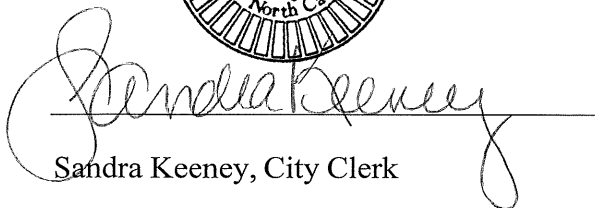
8. The City reserves the right to withdraw the Properties from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Properties to Sterling Real Estate Development of North Carolina, LLC.

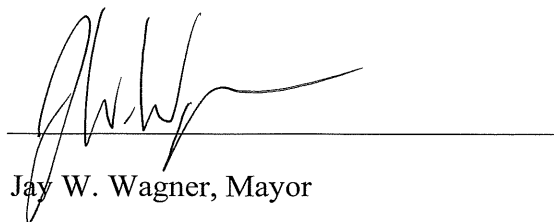
Adopted this the 6th day of November 2023.

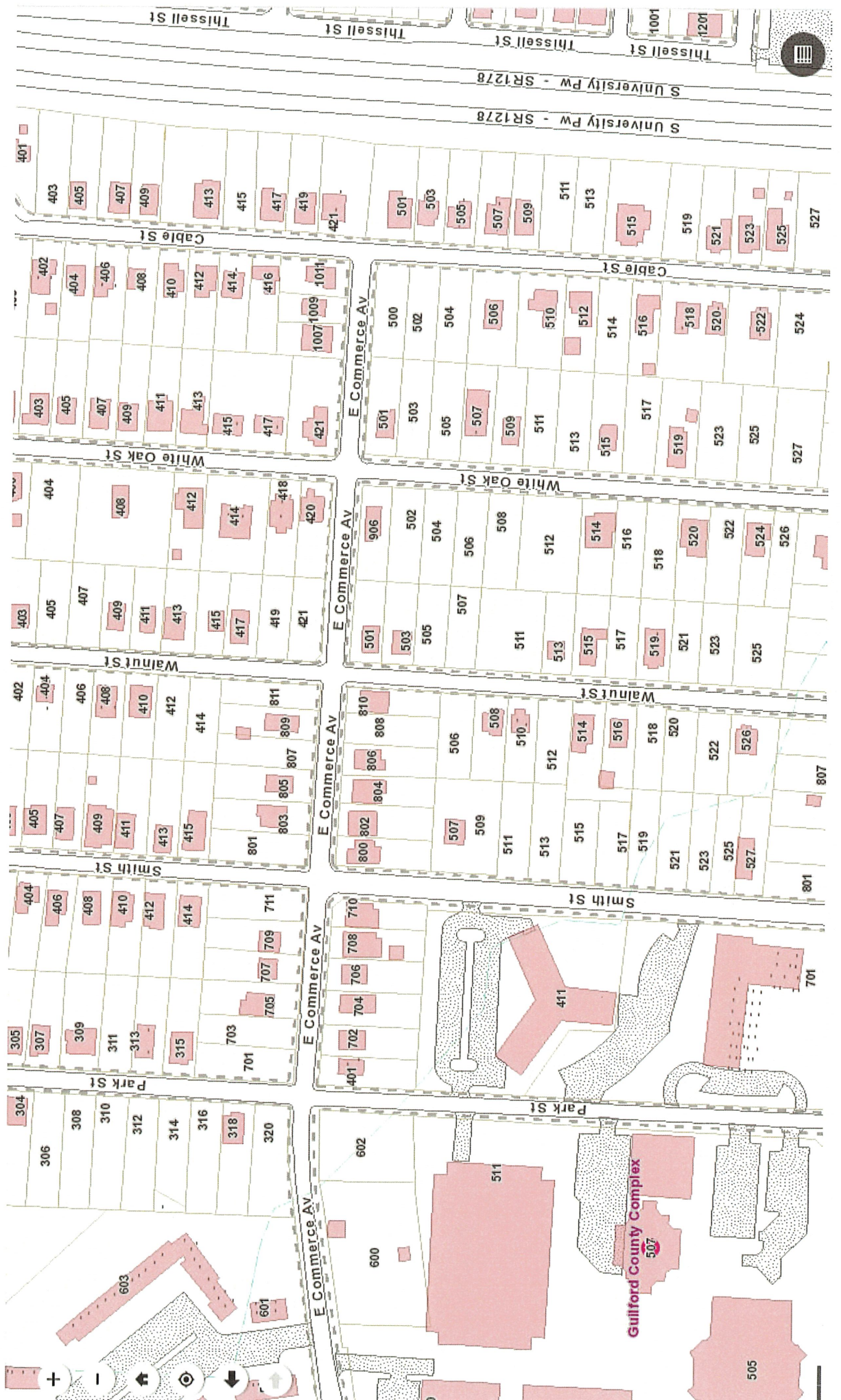
ATTEST




Sandra Keeney, City Clerk

CITY OF HIGH POINT


Jay W. Wagner, Mayor



CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Used Excavator for the Ingleside Compost Facility	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment Formal Bid Recommendation	

PURPOSE:

The Ingleside Composting Facility needs to add an additional excavator for their daily workload. A 2022 Hyundai HX210AL has been identified for purchase. The unit will meet their needs and is available for immediate delivery. The unit is preowned with approximately 1200 hours.

BACKGROUND:

The Ingleside Composting Facility needs to add an additional excavator for their daily workload. A preowned unit has been identified for purchase with approximately 1200 hours. The excavator still has a remaining warranty and is available for immediate delivery. This purchase will be a substantial savings for the city. The price of \$152,000 is for the equipment, training, and delivery.

BUDGET IMPACT:

The proposed budget ordinance amendment appropriates the funds in the Fleet Services budget. Existing budgeted funds in the Solid Waste Fund will cover the cost of the excavator.

RECOMENDATION/ACTION REQUESTED:

The fleet services department recommends purchasing the Hyundai HX210AL from National Equipment Dealers LLC in the amount of \$152,000 and approving the budget ordinance amendment for this purchase.



"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE PURCHASE OF AN EXCAVATOR
FOR SOLID WASTE

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$152,000 in Fleet Services for the purchase of an additional excavator for the Ingleside Composting Facility. Existing budgeted funds in the Solid Waste Fund will cover the cost of the purchase.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Central Services Fund revenues be amended as follows:

Transfer from Solid Waste Fund	\$152,000
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(B) That the following Central Services Fund expenditures be amended as follows:

Vehicles and Other Rolling Stock (Excavator)	\$152,000
--	-----------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 6th day of November 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney,
City Clerk

CUSTOMER:	DELIVER TO:	DATE:
High Point Landfill (Ingleside) 5830 Riverdale Dr Jamestown, NC 272892	High Point Landfill (Ingleside) 5830 Riverdale Dr Jamestown, NC 272892	10/10/2023
CONTACT:	PICK UP LOCATION:	SALESMAN:
PHONE:		Kevin Smith

Thank you for the opportunity to quote the following items.
Please review the quotation and contact us with any questions.

UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL	PRICE
20616	1	USED	2022	Hyundai	HX210AL	
DESCRIPTION & SPECIFICATIONS		Est 1212 Hours Ser#HHKH614TE0000338				
ATTACHMENT/OPTION		WB Hydraulic Thumb				
ATTACHMENT/OPTION		42"WB HD Plate Bucket				
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
PM SERVICE AGREEMENT						
STANDARD WARRANTY		6-17-25 or 3000 Hours				
EXTENDED WARRANTY						

FOB:	CONTRACT #:	TOTAL CASH PRICE	152,000.00
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Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.				I agree to pay all taxes and other charges and settle for the purchase price as follows:	
				1. Total Cash Price	152,000.00
				2. Discount/Rebate/Down Payment	
				3. Unpaid Cash Payment	152,000.00
				4. Sales Tax	6.75% 10,260.00
				5. DOC Fees or Charges	
				6. Total Taxes and Fees	10,260.00
				7. Cash Due on Delivery	162,260.00
1. Trade Allowance				In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1% % per month until the entire balance is paid in full	
2. Other (Specify)					
2a.					
3. Cash Down Payment (Cash, Rebate, Municipal Discount)					
4. Total Cash and Other Down Payment					
5. Total Down Payment					

Order Taken By:	Kevin Smith	Purchaser Name:	
Seller Signature:	Kevin Smith	Purchaser Signature:	





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 11/06/2023

BID NO.: Used Equipment

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

2022 Hyundai HX210AL excavator.

PURPOSE:

The Ingleside Composting Facility needs to add an additional excavator for their daily duties.

COMMENTS:

The used Hyundai HX210AL excavator will meet their needs and is currently available for immediate delivery. The price of \$152,000 is for the unit, training, and delivery.

RECOMMEND AWARD TO:

National Equipment Dealers LLC

AMOUNT:

\$152,000

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the Sourcwell contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$152,000
TOTAL BUDGETED AMOUNT				\$152,000

DEPARTMENT HEAD:

KEVIN ROGERS

Digitally signed by KEVIN ROGERS
Date: 2023.10.17 16:06:01 -04'00'

DATE:

10/17/2023

The Purchasing Division concurs with recommendation submitted by the
award to the lowest responsible, responsive bidder

and recommends

in the amount of \$

PURCHASING MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.10.18 08:30:03 -04'00'

DATE:

10/18/2023

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.10.18 09:02:42 -04'00'

DATE:

10/18/2023

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of 112.5 kVA Transformers for various Electric Utility Projects	
FROM: Tyler Berrier, PE – Electric Utilities Director Stephen Schaefer – Assistant Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: Purchasing - Sourcewell
ATTACHMENTS: Sourcewell Contract Bid Recommendation Form	

PURPOSE: Purchase of Large Commercial/Industrial Voltage (120/208V) Transformers (112.5kVa). Warehouse Stock Items, not associated with a specific project.

BACKGROUND: There are 5 total transformers being encumbered under this bid. Wesco is currently under contract through a cooperative bid, Sourcewell Contract #091422-WES

BUDGET IMPACT: Funds are included in the operating budget to cover this purchase.

RECCOMENDATION/ACTION REQUESTED: Staff recommends that the city council approve, and the department be given the ability to procure these transformers. The department is recommending that the bid for these transformers be awarded to Wesco, Inc. for \$129,195.





CONFIDENTIAL

GE PROLEC TRANSFORMERS INC
1224 Commerce St SW, Suite J
Conover, NC 28613-0001

Quotation Date: 08/31/2023
Quotation Number: Q-00020919
FOR FASTER HANDLING
OF YOUR ORDER REFER TO
THIS NUMBER

PO # 113855 \$ 129,195.00
Source well Contract # 091422-WES
STOCK # 821 112.5 208/120 3 phase
Transformers.

To: WESCO DISTRIBUTION, INC G2465M06
334 ATKINSON STREET
CLAYTON, North Carolina 27520
Estados Unidos

Attn:
Customer RFQ: High Point
Quote Expiration Date: 11/08/2023

We thank you for your inquiry and are pleased to submit the following quotation. When placing an order, please reference this quote # on your order and process your Purchase order to the "vendor name" on the line(s) below along with payment to the correct "remit to address" as shown.

Line 1

CUSTOMER ITEM	GE ITEM	QUANTITY	UNIT PRICE	LEAD TIME
	QRIJ286	5	25,839 USD	32

Capacity - kVA: 112.5

Primary Voltage: 12.47/7.2

Secondary Voltage: 208/120

Details:

Description: 112.5 KVA

THREE PHASE PAD TRANSFORMER

12470GRDY/7200 - 208Y/120

(2) - 2.5% Above and Below in HV

Loopfeed, Six HV Bushing, Staggered LV

Bayonet Exp. Fuse + Partial Range CLF

Dead Front, MINIMUM DIMS, Staggered LV

NO LOAD LOSSES-235, LOAD LOSSES-1003, TOTAL LOSSES-1238

IZ PCT: 4.81 EXC PCT: 2

Accessories:

TYPE ONAN, 95 KV BIL

20 INCH DEEP CABINET, TEMP. RISE: 65°C

Paint Finish: Munsell 7GY 3.29/1.5 Padmount Green

Stainless Steel 409L (Base & Sill)

DOE 2016 Standard Compliant Design

Provision for TC

Handhole 14" x 25"

200 Amp HV Bushing well removable stud 35 kV

5/8 Stud type with 4 holes blade 600 A - LV Bushing

IFD Device

Thermometer VIAT

Current Sensing Expulsion Fuse

Partial Range CLF

Provision for Vacuum Pressure Gauge

1 inch Drain Valve with 3/8 inch sampler in LV

3 Switches 2 pos. 300 A

Decal of NON PCB Contains 1 PPM of PCB at time of manufacture

Danger Decal Per Nema fig. 2

Warning Decal Per Nema fig. 1

Standard Nameplate

Flapper Valve

Plastic GRD Connector Plug

Jacking facilities

EXTRA NAMEPLATE

PICTORIAL LABEL

KVA, VOLTAGE & FUSE LABEL

Oil ASTM Type II

Horizontal bar of RUNNER

Vertical bar of RUNNER

I. - GENERAL COMMENTS & CLARIFICATIONS

- Given the ongoing and constantly changing status of the epidemic/pandemic situations, such as coronavirus, around the world, including emerging governmental restrictions, Seller assures Buyer that Seller are staying abreast of the situation across the globe. The impacts of these situations cannot reasonably be determined at this time; however, Seller will keep Buyer aware of any developments that may impact timing, schedules, pricing or other aspects of our contract. While Seller does not propose to make changes now, Seller's proposal did not consider the impacts of the coronavirus or any other epidemic/pandemic situation and may need to be adjusted; we will determine what (if any) changes we may need at the time of the award and will work with customer to ensure mutual agreement.
- Prolec GE designs, manufactures and test transformers in accordance with the latest applicable sections of ANSI, NEMA and IEEE Standards. We take exceptions to all other codes and standards.
- Prolec GE quoted based on BOM of the transformer stated on an email. Without any Specification or Drawing
- Prolec GE will provide standard impedance & losses values.
- Features not specifically documented in above bill of materials should not be assumed to be included. If required, please clarify with your Customer Support Engineer properly.
- **Spare Parts and Installation:** Unless specifically stated otherwise, this quotation does not include any field related labor or materials such as but not limited to delivery, storage, handling, installation, grounding, field testing, cleaning, adjusting, training/demonstration, coordination studies, startup, special tools, spare parts, etc.
- Transformers are tested according to ANSI Standard Test Code for Transformers C57.12.90

II. - DRAWING AND SHIPMENT CYCLES (WEEKS)

Description	For Record Drawings	For Approval Drawings
Mailing of Drawings (Weeks)	6	6
Customer Drawings return	N/A	2*

***Actual shipment and drawings will depend on factory backlog at the time of the purchase order acceptance. Shipment dates are approximate and are based upon prompt receipt of all necessary information from Buyer..If Buyer exceeds the approval drawing cycle time allowed, the shipment will extend at least accordingly to the extra time taken.**

* Prolec-GE reserves the right to substitute, at its discretion, materials used to manufacture the products. Should Prolec-GE substitute any materials, it will make reasonable efforts to notify the Buyer. If Prolec-GE believes that a substitution of material will affect any express performance guarantees, it will notify Buyer and the performance guarantees will be adjusted to reflect the use of the new material.

Customer will return approval drawings by (Add 2 weeks) with the release for manufacture, otherwise price will be subject of revision according to Release Clause DT stated in our quotation letter section IV.

Release Clause DT applies along with GE Terms and Conditions of Sales listed in GE PROLEC PGE2023. All Changes must be resolved before order entry.

III. - TERMS, CONDITIONS & WARRANTY

This proposal will remain valid for a period of 30 days after submittal.

Prolec GE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right to revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodity fluctuations for the duration of the contract.

The Buyer may not make any public announcement in relation to the Contract (including to any purchase orders or related contractual documents), including the fact that it exists, without prior written authorization from the Seller on such terms and conditions as approved by the Seller.

For Shreveport, LA, US Sales:

All items are sold FOB Shipping Point (Shreveport, LA, USA), unless otherwise noted

For Apodaca, NL, MX Sales:

All items are sold FCA (Incoterms 2010) Laredo, TX, USA, with transportation allowed to the carrier delivery point listed in this quotation within the confines of the continental United States, excluding Alaska or Hawaii.

Terms of payment are 100% net cash within 30 days from date of shipment.

There will be a 1.5% charge per month of the total invoice price beginning 30 days after the date of the invoice, but the amount shall not be in excess of the applicable usurious rate.

Cancellation of Order

The Buyer may cancel his order only upon a written notice and upon payment to Prolec GE of reasonable and proper cancellation charges.

Cancellation Charges:	% of selling price
1 week after order	10
3 weeks after order	15
Before factory release	20
1 week after release	65
2 weeks after release	70
3 weeks after release	90
4 weeks after release	100

The following applies unless specified otherwise:

Release Clause DT

1. The prices stated herein are firm provided:

a. If order is Immediate release with a scheduled shipment date within ninety (90) calendar days from the date of such order (or at Seller's earliest convenience thereafter), and no change orders are agreed upon within such ninety (90) day period; or

b. If approval drawings from Buyer are required before starting manufacture of the products, the drawings must be reviewed and approved by Buyer no later than 30 calendar days after submittal thereof by Seller. Otherwise, will be subject for price adjustment at 1.5% for each full month or fraction thereof that approval is thereby delayed.

2. In the event that the customer for any reason does not comply with the conditions in paragraph 2 above and/or shipment is delayed for a reason not within the control of the Company, the price shall be increased 1.5% for each full month or fraction thereof that shipment* is there by delayed after the 90-day period from the date of order.

· In the event the Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" which is set forth In the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

Standard warranty coverage applies (unless otherwise noticed): 12 months from energization or 18 months from date of shipment, whichever occurs first.

The sale of any product or service by GE-Prolec is expressly conditioned upon Buyer's assent to the terms (Form GE PROLEC PGE2023) contained herein. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon GE-Prolec unless specifically agreed in writing by GE-Prolec's authorized representative.

NOTICE: SALES OF ANY PRODUCT AND/OR SERVICES COVERED BY THIS QUOTATION ARE EXPRESSLY CONDITIONAL ON THE CUSTOMER'S ASSENT TO THE DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN (INCLUDING THOSE ATTACHED TO THIS QUOTATION). ANY ADDITIONAL OR DIFFERENT TERMS PROPOSAL BY CUSTOMER ARE EXPRESSLY OBJECTED TO AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY. ASSENTED TO IN WRITING BY SELLER'S AUTHORIZED REPRESENTATIVE. ANY ORDER FOR OR ANY STATEMENT OF INTENT TO PURCHASE HERE UNDER, OR ANY DIRECTION TO PERFORM WORK AND SELLER'S PERFORMANCE OF WORK, SHALL CONSTITUTE ASSENT TO SELLER'S TERMS AND CONDITIONS (See GE PGE2023 T&Cs <https://store.gegridsolutions.com/termEM104-Grid.pdf>).

"Some stock is currently available subject to prior Sale. If stock is depleted at the time of Order, Standard lead time will apply ". ** Subject to change as lead-times are confirmed upon receipt of purchase order.

PROP Q-00020919
CITY OF HIGH POINT

- WE ARE QUOTING PER CITY OF HIGH POINT SPECIFICATIONS FOR 12KV PAD MOUNTED DISTRIBUTION TRANSFORMER WH #821; NO OTHER SPEC WILL APPLY.

***** EXCEPTIONS *****

- WE ARE QUOTING FOR SECONDARY SIDE DOOR THREE POINTS LATCHING BUT WE ARE TAKING EXCEPTION TO QUOTE THREE POINTS LATCHING IN PRIMARY SIDE, IT IS SINGLE POINT LATCHING.

***** COMMENTS *****

- QUOTE VALID FOR 30 DAYS.



- WE ARE QUOTING TERMS AND CONDITIONS GE PROLEC 2023.

¿PROLEC GE HAS RESERVED MANUFACTURING SLOTS FOR 2023 BY PRODUCT LINE AT OUR FACTORY TO SECURE AN ASSIGNED VOLUME FOR EACH CUSTOMER. THESE RESERVED SLOTS HAVE BEEN SCHEDULED THROUGHOUT 2023. CURRENT PRICES ARE VALID FOR SHIPMENTS IN 4Q23. RESERVED SLOTS HAVE BEEN ASSIGNED BY QUARTER, AND IF ORDERS ARE SCHEDULED BEYOND 4Q23 THE PRICE WILL BE ADJUSTED PER PROLEC GE PRICE INDEX (PGPI) DEPENDING ON THE QUARTER OF SHIPMENT. PGPI FOR EACH QUARTER IS RELEASED ON THE 15TH DAY OF THE LAST MONTH OF THE PREVIOUS QUARTER.¿

-UNITS WILL BE SCHEDULED ACCORDING TO THE RESERVED SLOTS.

-ACCEPTANCE OF THIS INFORMATION WILL BE REQUIRED IN THE PO, AT THE TIME OF SUBMITTING AN ORDER FOR THIS OPPORTUNITY. ¿PRICES ARE SUBJECT TO UPDATE PER PGPI AT TIME OF SHIPMENT.¿

- PROLEC GE DESIGNS, MANUFACTURES AND TEST TRANSFORMERS IN ACCORDANCE WITH THE LATEST APPLICABLE SECTIONS OF ANSI, NEMA AND IEEE STANDARDS. WE TAKE EXCEPTIONS TO ALL OTHER CODES AND STANDARDS.

"IN REGARDS TO THE REQUIREMENT OF ""FOB DESTINATION"", WE UNDERSTAND THAT IT IS REQUIRED THE SELLER TO TAKE TRANSPORTATION RESPONSABILITY TO THE SHIPPING LOCACION AS SPECIFIED. FOB DOES NOT APPLY IN THIS CASE AS WE ARE SHIPPING VIA LAND. GE PROLEC'S PROPOSAL IS BASED ON ""DDP"" , WICH MEANS THAT THE SELLER IS RESPONSIBLE FOR DELIVERING THE GOODS TO THE NAMED DESTINATION IN THE BUYER'S COUNTRY, INCLUDING ALL COSTS INVOLVED."

- WARRANTY COVERAGE APPLIES 12 MONTHS FROM ENERGIZATION OR 18 MONTHS FROM DATE OF SHIPMENT, WHICHEVER OCCURS FIRST.

- WE ARE QUOTING PER ANSI C57.12.34, LOOP FEED, DEAD FRONT, MINIMUM DIMENSIONS.

- WE ARE QUOTING PRIMARY VOLTAGE 12470 GRDY/ 7200.

- WE ARE QUOTING SECONDARY VOLTAGE 208Y/120.

- WE ARE QUOTING TAPS 2 - 2.5% ABOVE AND BELOW.

- WE ARE QUOTING BAYONET EXP FUSE + PARTIAL RANGE CLF.

- WE ARE INCLUDING 3 - 2 POSITION SWITCHES 300 A.

- WE ARE INCLUDING THERMOMETER, .

- PER DRIP SHIELD WE ARE QUOTING METALLIC DRIP SHIELD.

2) PER 1" DRAIN PLUG WE ARE QUOTING DRAIN VALVE WITH SAMPLER IN HV.

- WE ARE QUOTING ONLY BASE AND SILL IN STAINLESS STEEL 409L.

- PER POINT 25 OF OTHER FEATURES SECTION WE ARE QUOTING CONTRASTING STENCILS.

- WE ARE QUOTING BASE IN QUOTE REF. U1608870.

- ANSI C57.12.90 INCLUDES AS ROUTINE TEST AS FOLLOW:

* RESISTANCE MEASUREMENTS

* RATIO

* POLARITY AND PHASE RELATION

* NO-LOAD LOSSES AND EXCITATION CURRENT

* LOAD LOSSES AND IMPEDANCE VOLTAGE

* LOW FREQUENCY TEST (APPLIED AND INDUCED POTENTIAL)

* LIGHTING IMPULSE

* EFFICIENCY AT $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, AND FULLY LOAD

* VOLTAGE REGULATION AT 1.0 AND 0.8 POWER FACTOR

IF YOU REQUIRE SPECIAL TESTS PLEASE CONSIDER AN EXTRA COST WILL APPLY.

JND

10/09/2023

Regards,

Beau Benefield

prolec®



FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Westside WWTP- UV System- Spare Parts – Trojan Technologies	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A - Quote Attachment B – Sole Source Letter	

PURPOSE: For the sole source purchase of spare parts for the Trojan UV system at the Westside Wastewater Treatment Plant (WWTP).

BACKGROUND: There are two Trojan UV banks at the Westside WWTP. The UV banks utilize ultraviolet light for disinfection as the final step in wastewater treatment at the plant. The Water and Sewer Plant Maintenance Division has been notified by the manufacturer (Trojan Technologies) that they will no longer be producing parts for the Trojan UV 4000 and Trojan UV 4000 Plus models. The Maintenance Division intends to purchase spare parts that will be stored and used as needed for the maintenance and repair of the two Trojan UV banks.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Trojan Technologies be approved as a sole source vendor for the purchase of spare UV parts for \$61,957.25 and authorize the appropriate City Official(s) to execute all necessary documents.



CITY OF HIGH POINT
AGENDA ITEM



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
CITY OF HIGH POINT . WESTSIDE WWTP
PO BOX 230
High Point NC 27261-0230
UNITED STATES

Ship to
HIGH POINT WESTSIDE
1044 W BURTON RD
Thomasville NC 27360-0001
UNITED STATES

Customer Service Contact: tuvcustomerservice@trojantechnologies.com

Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : Barron Futral
Customer No. : 100004122
Reference :
Quote Date : 09-15-2023
Quote Expiry Date : 12-01-2023

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	490291 BALLAST, REPLACEMENT KIT UV4G2	25.00	1,955.00/ 10.00 %	EA	1,759.50 43,987.50	0.00% 0.00	43,987.50
30	441143-028 SLEEVE, PACKAGED UV4000 28	8.00	665.00/	EA	665.00 5,320.00	0.00% 0.00	5,320.00
40	445045 SEAL, WIPER GEN 3T UV4	24.00	64.50/	EA	64.50 1,548.00	0.00% 0.00	1,548.00
50	931146-012 BOARD KIT, UV4+ MCB 12L EN	1.00	8,581.00/	EA	8,581.00 8,581.00	0.00% 0.00	8,581.00
60	441055-008 OBS, LAMP PLUG ASSY, 14GA 18'	20.00	105.00/	EA	105.00 2,100.00	0.00% 0.00	2,100.00
70	FREIGHT FREIGHT & HANDLING FREIGHT ID: 7676	1.00	420.75/	EA	420.75 420.75	0.00% 0.00	420.75
		Goods	61,536.50	Discount	4,887.50	Tax Amount	Total USD
		Costs	420.75	Subtotal	61,957.25	0.00	61,957.25



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION
QO0007838

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



8/31/2023

High Point, NC

RE: Trojan System UV4000™ Replacement Parts

To whom it may concern,

In the Engineered Submittal Package for the Trojan System UV4000™, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, electronic ballasts, wiper components and printed circuitry. Without using these critical replacement parts that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system components be purchased and contracted Directly from Trojan Technologies. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

Best regards,
TROJAN TECHNOLOGIES

Barron Futral
Regional Account Manager



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: Trojan Technologies

Item(s): UV System- Spare Parts

Justification:

For the sole source purchase of spare parts for the Trojan UV system at the Westside Wastewater Treatment Plant (WWTP). The Water and Sewer Plant Maintenance Division has been notified by the manufacturer (Trojan Technologies) that they will no longer be producing parts for the Trojan UV 4000 and Trojan UV 4000 Plus models.

Estimated expenditure for the above item(s): \$61,957.25

Accounting Unit and Account(s):

621757-526101

**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: 2023.10.16 07:55:49 -04'00'

Department/Division

Public Services - Westside WWTP

Date

10-16-2023

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.10.18 17:38:16 -04'00'

Financial Services Director

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.10.18 19:40:29 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Three (3) Chevy 1500 Trucks	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation Recommendation Form	

PURPOSE:

The fleet services department needs to place an order for three (3) chevy 1500 trucks. Using the NC state contract# 070A, the current production 2024 chevy 1500 trucks have been identified by staff for approval.

BACKGROUND:

Several departments in the city are currently using trucks that need replacing based on mileage and condition. The new chevy 1500 trucks are like other trucks in the city and will meet their needs. The price of \$44,470.90 is for the vehicle and equipment package with DMV fees of \$1,334.13. Total cost for three (3) is \$137,415.09. The estimated delivery is thirty (30) days.

BUDGET IMPACT:

Funds are available in the 2023-24 budget.

RECCOMENDATION/ACTION REQUESTED:

The fleet services department recommends purchasing the three (3) Chevy 1500 trucks from Capital Chevrolet in the amount of \$137,415.09.



Capital Chevrolet Inc.

Government Sales Division

From
Phone/Fax
E-Mail

Rod Mitchell Government Account Manager
Office 919-573-8530
rmitchell@capitalchevroletnc.com

October 25 2023

NC State Contract 070A

2024 Chevrolet Silverado 1500 Double Cab 147" WT 4WD CK10753W/Tow PKG

		\$	41,120.00
	MSRP		Less 6% Discount
G80 Locking Differential	\$ 395.00	\$	371.30
K14 120 volt powe outlet	\$ 225.00	\$	211.50
NZZ Skid Plate	\$ 150.00	\$	141.00
PEB WT value package	\$ 1,190.00	\$	1,118.60
QT5 EZ lift gate	\$ 150.00	\$	141.00
UF2 LED cargo lights	\$ 125.00	\$	117.50
L3B Turbo Max Engine 4CYL Standard 310 HP 430 lb-ft			
Spray in bed liner		\$	650.00
2 extra remotes		\$	600.00

Colors available: White

TOTAL PRICE

\$ 44,470.90

Grand total for 3

\$ 133,412.70

Remit to:

rmitchell@capitalchevroletnc.com

Capital Chevrolet of Wake Forest

9820 Capital Blvd

Wake Forest, NC 27587



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 11/06/2023

BID NO.: NC State Contract CONTRACT NO.: 070A DATE OPENED:

DESCRIPTION:

Chevrolet 1500 trucks.

PURPOSE:

Several Departments are currently using trucks that are in need of replacement due to age, hours, and condition.

COMMENTS:

The new Chevrolet 1500 trucks are similar to the ones they are currently utilizing and will meet their needs. The price of \$44,470.90 is for the truck and DMV fees of \$1,334.13. The total cost of three (3) is \$137,415.09. The estimated delivery is thirty (30) days.

RECOMMEND AWARD TO: Capital Chevrolet AMOUNT: \$137,415.09

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$137,415.09
TOTAL BUDGETED AMOUNT				\$137,415.09

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.10.25 10:54:24 -04'00' DATE: 10/25/2023

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

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.10.25 10:59:36 -04'00' DATE: 10/25/2023

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.10.27 10:55:51 -04'00' DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Haigh Quick Change Cartridge Assemblies from Clear Water Inc.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A - Quote Attachment B – Sole Source Letter Attachment C – Sole Source Recommendation Form	

PURPOSE: For the sole source purchase of eight (8) Haigh Quick Change Grinder Cartridge Assemblies to be used at the wastewater treatment plants (WWTPs).

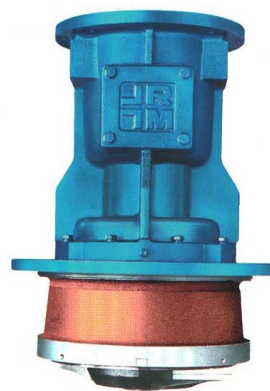
BACKGROUND: The wastewater treatment plants utilize grinder cartridges upstream of the primary sludge pumps at both the Eastside and Westside WWTPs. The grinder cartridges reduce solids to small particles and require annual replacement. There are a total of eight sludge pumps located at the wastewater treatment plants.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECCOMENDATION/ACTION REQUESTED: Public Services is recommending that Clear Water Inc. be approved as a sole source vendor for the purchase of the grinder cartridges for a total amount of \$62,888.



Moyno Pipe Liner



Haigh Grinder Cartridge



Legacy Daparak, inc is now ClearWater, inc
P.O. Box 1469
Hickory, NC 28603
828-855-3182

QUOTATION

QUOTE#

DATE

Quote Valid for days

TO:

Attn:

Ph#:

Email:

REFERENCE:

Quantity	Description	Unit Price	Ext. Price
	Delivery: , ARO. *As inventory levels change overtime, availability may be different than when your order was placed.		
Advise method of freight (Standard Ground, etc) on your order		Quotation Total: (Excluding Tax & Freight)	
Quote valid for days. Prices subject to change. Additional charge may be incurred if an order is revised or cancelled. Unless expressly stated shipping is quoted as Prepay & Add, best way, FOB Shipping Point. Include sales tax if applicable. Terms are Net 30 days with approved credit. NOTE** All Credit Card payments will incur a 3% processing fee.			

Quoted By:

Direct:

**Complete Signature Field
To Lock Form**

Chesapeake, VA Office
1224 Executive Blvd., Suite 108
Chesapeake, Virginia 23320
Phone: (757) 512-6428
Fax: (757) 547-5855

Raleigh, NC Office
4915 Waters Edge Drive, Suite 180
Raleigh, North Carolina 27606
Phone: (919) 792-3780
Fax: (919) 859-4837

Charlotte, NC Office
9305 Monroe Road, Suite E
Charlotte, North Carolina 28270
Phone: (704) 323-7023
Fax: (704) 845-4549

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The prices quoted are expressly based upon the terms and conditions in this document. The terms hereinafter stated supersede all other terms, understandings and are limited to this agreement.

The prices quoted will be effective for a period of _____ days from the date of this quotation. If Clearwater, Inc. receives Purchaser's acceptance after the expiration date, the quoted prices, and such acceptance shall only be binding upon Clearwater, Inc. by our written confirmation of such prices.

Clearwater, Inc warranty is based upon the original equipment manufacturer (OEM) warranty that the goods provided shall be free of defects in our design, material and workmanship for a period of one year. OEM warranties are attached.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR TRADE USAGE. SELLER IS NOT LIABLE FOR DEFECTS OR DAMAGE DUE TO NEGLIGENCE (OTHER THAN THAT OF THE SELLER), ACCIDENT, ABUSE, IMPROPER INSTALLATION (OTHER THAN BY SELLER) IMPROPER OPERATION, OR MAINTENANCE, OR ABNORMAL CONDITIONS. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S WARRANTY LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AT THE SELLER'S DISCRETION. SELLER SHALL NOT BE RESPONSIBLE FOR COSTS IN EXCESS OF THE PURCHASE PRICE.

Clearwater, Inc shall not be responsible for errors, or defects in the work on account of plans, designs, specifications or drawings furnished by the Purchaser. Clearwater, Inc.'s quotation is based upon reliance in the accuracy of data supplied by Purchaser.

Clearwater, Inc and the Buyer shall agree that if the goods proposed are rejected by the project Engineer/Owner prior to release to manufacture, that the order will be cancelled at no charge to either party.

Clearwater, Inc shall not be considered in default in the performance of its obligations hereunder if such performance of its obligations is prevented or delayed by an Act of God, Outbreak of Hostilities, War, Revolution, Civil Commotion, Riot, Epidemic, Wind, Flood, Earthquake, any Law Order, Proclamation, Regulation, or Ordinance of any Government or subdivision of Government, delay in delivery of materials, delay of subcontractors, or any other cause, whether similar or different from those listed, which are beyond the reasonable control of the party affected and Clearwater, Inc.

In the event of a dispute arising from the manufacture, sale, delivery, or performance of a purchase order issued pursuant to the attached bid and any amendments thereto, jurisdiction and venue for such dispute is exclusively vested in the State of North Carolina.

Quotations and sales are F.O.B. Point of Shipment unless otherwise expressly stipulated.

Chesapeake, VA Office
1224 Executive Blvd., Suite 108
Chesapeake, Virginia 23320
Phone: (757) 512-6428
Fax: (757) 547-5855

Raleigh, NC Office
4915 Waters Edge Drive, Suite 180
Raleigh, North Carolina 27606
Phone: (919) 792-3780
Fax: (919) 859-4837

Charlotte, NC Office
9305 Monroe Road, Suite E
Charlotte, North Carolina 28270
Phone: (704) 323-7023
Fax: (704) 845-4549



The Haigh Engineering
Company Limited

Alton Road
Ross-on-Wye
Herefordshire
HR9 5NG

ClearWater, Inc.
1105 Eighth Street
Ct SE Hickory, NC
28602
(828) 855-3182

September 12, 2023

RE: ClearWater, Inc – Authorised Sole Distributor for Pipeliner Products

Please accept this letter as official notification that ClearWater, Inc in Hickory, NC is the authorised Sole Distributor for Haigh Pipeliner products in North and South Carolina.

If you have any other questions or require any further information, please do not hesitate to contact me.

Valid until 31/12/2023

For and on behalf of Haigh Engineering Co Ltd

David Meek
VP - Global Sales Manager



Tel: +44 (0) 1989 763131
Email: info@haigh.co.uk www.haigh.co.uk

Registered in the UK Registered No: 550742 VAT: GB 134 1449 90
Haigh Engineering is part of the Haigh Group Ltd.



Financial Services

Purchasing Division



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:

Item(s):

Justification:

For the sole source purchase of eight (8) Haigh Quick Change Grinder Cartridge Assemblies to be used at the wastewater treatment plants (WWTPs). The wastewater treatment plants utilize grinder cartridges upstream of the primary sludge pumps at both the Eastside and Westside WWTPs.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

**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 Digitally signed by Robby Stone
Date: 2023.10.16 08:10:45 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2023.10.18 16:37:14 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2023.10.18 19:39:43 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Night Vision Goggles-Night Vision Devices Inc. (Equitable Sharing Purchase)	
FROM: J. Travis Stroud, Chief of Police	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Department Recommendation Form	

PURPOSE:

To purchase thirty (30) Night Vision Goggles (NVG) for the Police Department's Special Weapons and Tactics Team (SWAT). Chief Stroud has approved the Police Department's Equitable Sharing Funds for this purchase.

BACKGROUND:

The SWAT is currently not outfitted with night vision capability. This significantly impacts the Team's ability to address low-light sniper observation/operation, tactical movement, and hostage rescue requirements. A night vision program consists of night vision optics, mounting hardware, aiming devices, and training to utilize the platforms. This tool has demonstrated an effective threat de-escalation option that can be valuable in SWAT Operations.

Law enforcement equipment is an allowable expense under the Equitable Sharing Guidelines.

BUDGET IMPACT:

Funds have been identified within the Police Department's Equitable Sharing Fund (Department of Justice). Piggybacking off GSA contract GS-07F-0022V allows the City of High Point to leverage the volume discount offered.

RECOMMENDATION/ACTION REQUESTED:

The Police Department recommends awarding the contract to Night Vision Devices Inc. for \$251,632.20 using Equitable Sharing Funds.





DOMESTIC QUOTE

FORM 400170, REV. C, 02-01-2023

NIGHT VISION DEVICES, INC.
5583 Roosevelt Street
Whitehall, PA 18052

CAGE CODE: 36ZQ7
DUNS: 165251906
TIN/EIN: 202232863

SEE ORCA FOR OFFICIAL CERTIFICATION

Date: 9/22/2023
Quote: NVD-230922-HPPD-1
Expiration Date: 11/22/2023

Electronic Funds Transfer (EFT)

Financial Institution: Key Bank
ABA Routing #: 021300077
Account #: 0000583065

TO: High Point Police Department, NC
1730 Westchester Drive
HIGH POINT, NC 27262
courtney.hemphill@highpointnc.gov
336-887-7822

Shipping Method	Shipping Terms	Inspection/Acceptance	Payment Terms
UPS-Ground	FOB Origin	FOB Destination	TBD

Qty	Part #	Description	Unit Price	ARO	Line Total
30	450499	NVD-BNVD-SG, Elbit, SLH, Min 2500 FOM, White Phosphor 10-Year Warranty, Standard Accessory Kit	\$ 7,903.03	90-120 days	\$ 237,090.90
30	28300G24-B	Wilcox L4 G24 Helmet Mount-Black	\$ 479.71	90-120 days	\$ 14,391.30
varied	Training & System Orientation	Various Options & Costs			varied
					\$ -
					\$ -
Subtotal					\$ 251,482.20
Shipping (UPS Ground)					\$ 150.00
Total					\$ 251,632.20

Quotation prepared by: Catherine Zilge

Any Purchase Order(s) Resulting from this quote are subject to Night Vision Devices, Inc.'s Terms and Conditions available at:

<https://www.nvdevices.com/terms-and-conditions/>

Export of the commodities described herein is strictly prohibited without a valid export license issued by the U.S. Department of State Office of Munitions Control prescribed in the International Traffic in Arms Regulations (ITAR) Title 22. Code of Federal Regulations parts 121-128.



NIGHT VISION DEVICES, INC.

Unique Entity ID RVKLEJAX7KK6	CAGE / NCAGE 36ZQ7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 28, 2023	
Physical Address 5583 Roosevelt ST Whitehall, Pennsylvania 18052-1219 United States	Mailing Address 5583 Roosevelt ST Whitehall, Pennsylvania 18052-4535 United States	

Business Information

Doing Business as (blank)	Division Name Night Vision Devices, Inc.	Division Number Night Visi
Congressional District Pennsylvania 07	State / Country of Incorporation Pennsylvania / United States	URL www.nvdevices.com

Registration Dates

Activation Date Nov 29, 2022	Submission Date Nov 28, 2022	Initial Registration Date Mar 10, 2005
--	--	--

Entity Dates

Entity Start Date Jan 1, 2005	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Veteran-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
--	-------------------------------------

EFT Indicator 0000	CAGE Code 36ZQ7
------------------------------	---------------------------

Points of Contact

Electronic Business

👤 Jo Ann Franks	5583 Roosevelt ST Whitehall, Pennsylvania 18052 United States
---------------------------	--

SHERRI MERICLE	PO Box 3415 Allentown, Pennsylvania 18106 United States
----------------	---

Government Business

👤 John Lesniak	5583 Roosevelt ST Whitehall, Pennsylvania 18052 United States
--------------------------	--

MICHAEL GRAHAM	PO Box 3415 Allentown, Pennsylvania 18106 United States
----------------	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	333310	Commercial And Service Industry Machinery Manufacturing
	334419	Other Electronic Component Manufacturing
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing

Product and Service Codes

PSC	PSC Name
2590	Miscellaneous Vehicular Components
5855	Night Vision Equipment, Emitted And Reflected Radiation
6650	Optical Instruments, Test Equipment, Components And Accessories

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Any	Counties (blank)	Metropolitan Statistical Areas (blank)
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**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

The PD is proposing the purchase of Night Vision Goggles (NVG) for SWAT. Chief Stroud has approved the use of Equitable Sharing Funds for this purchase.

PURPOSE:

By adding night vision to SWAT Operations an officer does not indicate their location, and they have complete situational and spatial awareness in their environment.

COMMENTS:

Night vision goggles are an allowable expense under the Equitable Sharing Guidelines.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

GSA is a centralized procurement arm for the federal government. Piggybacking off the existing GSA contract allows the City of High Point to take advantage of the volume discount offered.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301310	526104	301006310201	52020	251,632.20
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by J. Travis Stroud
Date: 2023.10.06 12:35:14 -04'00' 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: Sole Source Purchase of P-Rex Artificial Turf Paint Remover Machine	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote, Sole Source letter	

PURPOSE:

Council is requested to approve the purchase of a P-Rex Artificial Turf Paint Remover machine from Pioneer Athletics for use at Truist Point Stadium.

BACKGROUND:

The City is making improvements to Truist Point in order to host major league level soccer. In order to convert the fields from baseball striping to soccer striping in a timely manner, staff needs the ability to quickly remove painted striping from the field. The P-Rex Artificial Turf Paint Remover Machine is a patented, innovative design that can be done by one person. The machine saves significant man hours by facilitating the application of the remover solution, agitates, and sprays water and extracts the paint in one step.

BUDGET IMPACT: The cost of the P-Rex Artificial Turf Paint Remover machine is \$50,702.28 and funding is available in the Capital Projects budget.

RECOMENDATION /ACTION REQUESTED:

Staff recommends that Pioneer Athletics be approved as a sole source vendor for the purchase of the P-Rex Artificial Turf Paint Remover Machine for \$50,702.28.

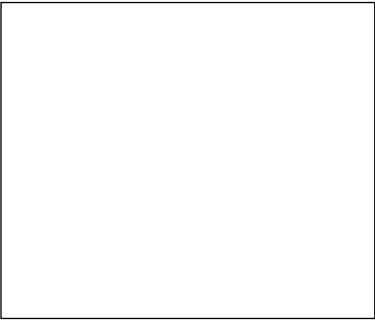


4529 Industrial Parkway
Cleveland, OH, 44135
Phone: 800-877-1500
Fax: 800-877-1511
www.pioneerathletics.com

Per your request, here is a quotation for the products you are interested in on Company letterhead.

Pioneer is a family owned company that prides itself on providing our customers with superior products and customer service. We are confident that our commitment to these principles will make you a satisfied customer.

Thank you for considering Pioneer Athletics.



Date:

Item	Description	Quantity	Unit Price	Amount
				46550.00
				890.00
				3262.28

Grand Total	50702.28
--------------------	----------

Company:	
Address:	
City:	
State:	
Zip:	
Phone:	
Fax:	

October 18, 2023

Eric Olmedo
City of High Point
211 S. Hamilton
High Point, NC 27261

Dear Mr. Olmedo:

Pioneer Manufacturing Company (dba Pioneer Athletics) is the nation's leader in athletic field paints and striping equipment. We are the manufacturer and sole distributor of many products widely used on athletic fields.

Our products are formulated and manufactured exclusively at our facility in Cleveland, Ohio. Pioneer Athletics' patented P-Rex™ is the only synthetic turf paint remover and extractor on the market today that is on a zero-turn platform that can operate forward and reverse while cleaning and extracting. An easily maneuverable, highly efficient machine that turns synthetic turf paint removal and extraction into a fast, one-person job. This platform allows for movement of the P-Rex™ in all directions without having to lift the brushes or the vacuum. Also, the P-Rex™ has a patented vacuum system designed to minimize infill extraction, so machine clogging or having to redistribute infill aren't issues you'll have to tackle. The P-Rex™ is the most compact and versatile synthetic turf paint remover and extractor on the market.

Synthetic turf paints such as GameLine, SeasonLine and ExtremeLine have also been created by Pioneer Athletics to provide outstanding look and performance. Whether at the 2013, 2014, 2018, 2019, and 2021 Super Bowls, over 39 College Bowl games in 2022/23 or your neighborhood summer camp, Pioneer's exclusive synthetic turf paint technologies have proven themselves under the most challenging conditions. These paints are also only available from Pioneer Athletics.

Please feel free to contact me if you have any questions.

Sincerely,



Sean Egan
Director of Sales & Customer Service
Pioneer Manufacturing Company, Inc.
1-216-671-5500 ext. 3164
segan@pioneerathletics.com

Financial Services

Purchasing Division



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:

Item(s):

Justification:

Pioneer Athletics' patented P-Rex™ is the only synthetic turf paint remover and extractor on the market today that is on a zero-turn platform that can operate forward and reverse while cleaning and extracting.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

**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

Digitally signed by Eric Olmedo
Date: 2023.10.30 11:01:59 -04'00'

Department/Division

Date

APPROVAL PROCESS

Purchasing Manager

Digitally signed by Candy E. Harmon
Date: 2023.10.27 22:06:11 -04'00'

Financial Services Director

Digitally signed by Bobby Fitzjohn
Date: 2023.10.30 11:18:52 -04'00'

City Council (\$30,000 – Up)

Office of the Mayor
City of High Point
North Carolina
Proclamation...

WHEREAS, the residents of the City of High Point have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the City of High Point seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life. Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service; and

WHEREAS, the City of High Point appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted;

THEREFORE, BE IT RESOLVED that I, Jay W. Wagner, Mayor of the City of High Point, North Carolina, do hereby declare today through Veterans Day, November 11th 2023 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service and that in observance of Operation Green Light, the City of High Point encourages it's citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused to be
affixed the Seal of the City of High Point,
North Carolina this 6th day of November,
2023.

Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Real Property Acquisition – 702 W. Grimes St.	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Map Offer to Purchase and Contract	

PURPOSE:

To consider purchase of 702 W. Grimes Street to enhance the campus of the 300 Oak project.

BACKGROUND:

The undeveloped property at 702 W. Grimes is immediately adjacent to the 300 Oak property. This property is 1.37 acres and the purchase price is \$215,000. Acquiring this property will provide additional development opportunities adjacent to the 300 Oak campus.

BUDGET IMPACT: Funding is available in the Capital Projects budget.

RECOMENDATION /ACTION REQUESTED:

City Council is requested to approve purchase of the property at 702 W. Grimes and to authorize the appropriate city official to execute all necessary documents.



CITY OF HIGH POINT

AGENDA ITEM



OFFER TO PURCHASE AND CONTRACT

City of High Point, a North Carolina municipal corporation, as Buyer, hereby offers to purchase and Hossein B. Ahmadi as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of High Point, County of Guilford, and State of North Carolina, being known as and more particularly described as:

Street Address: **702 W. Grimes Ave., High Point, NC**

Tax Parcel # **172308**

Legal Description: **1.373 acres, more or less, as shown in survey by Brady Surveying Company, P.A. on file 3rd day of May 1990. Beginning at an iron stake being the northwest intersection of Oak Street and Grimes Street.**

☒ **All** ☐ **A portion** of the property in the Deed Reference: Book **4525** Page No. **2110** recorded in the Office of Register of the Deeds of Guilford County, North Carolina

2. FIXTURES: N/A since Vacant land

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is **\$215,000.00** and shall be paid as follows:

(a) **\$ none**, EARNEST MONEY DEPOSIT

(b) **\$215,000.00**, BALANCE of the purchase price in cash at Closing.

5. CONDITIONS:

(a) Offer contingent on City of High Point Council Approval for Purchase and Funding.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for proposed purposes.

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

(f) If City is purchasing the Property for a specific need should any restrictions found be associated with the use of the Property this OFFER TO PURCHASE AND CONTRACT shall be renegotiated, including without limitation the date of closing.

6. SPECIAL ASSESSMENTS: Seller warrants there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements, or nuisance or demolition liens on, and no pending or confirmed owner association special assessments.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of Closing. (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ NONE (if none state "none" or if non-applicable state n/a).

8. CLOSING EXPENSES: Buyer shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement. Seller pays for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation of documents necessary to perform Buyer's obligation under this agreement.

9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

10. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

11. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities, if applicable) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

12. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before **November 22, 2023**, at a place designated by Buyer. The deed is to be made to **City of High Point, a North Carolina municipal corporation**.

13. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached OR, ☐ a Seller Possession After Closing Agreement is attached.

14. ☐ OTHER PROVISIONS AND CONDITIONS: If this box is checked (ITEMIZE ALL ADDENDUM TO THIS CONTRACT AND ATTACH HERETO.)

15. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties i.e., Buyer and Seller and their heirs; successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

17. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

18. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR or Broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party.

20. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

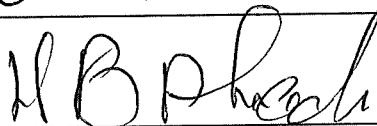
IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 6/30/23

Buyer: 

CITY OF HIGH POINT
Assistant City Manager, Eric Olmedo

Date: 10-04-23

Seller: 

Hossein B. Ahmadi

**HIGH POINT CITY COUNCIL
REGULAR MEETING
October 2, 2023 – 5:30 P.M.
Council Chambers – Municipal Building
211 S. Hamilton Street**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m. and called for a Moment of Silence; the Pledge of Allegiance followed.

Present: Mayor Jay W. Wagner; Mayor Pro Tem S. Wesley Hudson, Ward 4; Council Member Britt W. Moore, At Large (arrived at 5:33 p.m.); Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member Council Member Monica Peters, Ward 3; Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

RECOGNITIONS AND PRESENTATIONS

2023-463 Proclamation - Public Power Week

Mayor Wagner will present a proclamation recognizing the week of October 1-7, 2023, as Public Power Week.

Mayor Wagner read the Proclamation and presented it to Tyler Berrier, Electric Utilities Director.

Council Member Moore arrived at 5:33 p.m.

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative

2023-466 Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

Council Member Williams provided the Strategic Plan update and introduced Nena Wilson, Community Development Director.

Ms. Wilson provided information regarding new code enforcement complaints for the month of September and shared photos of a recently renovated home.

Council Member Holmes provided an update for the Marketing and Branding initiative noting the continued work by internal departments to transition to the new brand.

PUBLIC COMMENT PERIOD

2023-465 Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following

recognitions, awards, and presentations. Our policy states persons may speak on any item not on the agenda.

- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- * Persons addressing City Council are asked to limit their comments to 3 minutes.
- * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

Reverend Dr. Frank Thomas, Pastor of Mt. Zion Baptist Church, 753 Washington Street, High Point, questioned the voting records of City Council regarding the fair housing ordinance and funding of the disparity study.

Willie Kittrell, State Director for AAU Football, spoke to events that AAU has brought to High Point, the economic impact of having AAU in High Point, and difficulties in obtaining playing fields.

Terrell Easter, State Commissioner for AAU Football, 410 Twain Avenue, spoke to difficulties obtaining fields which will result in cutting games, and lack of communication by the city.

Justin Stabb, 1207 Main Street, owner of Stabb Designs, spoke to being a destination for different organizations and events, the negative aesthetics of the Southwest section of the city, and asked that more investment by the city be placed in this area.

CONSENT AGENDA ITEMS

A motion was made by Mayor Wagner, seconded by Council Member Jones, to approve the Consent Agenda as presented.

The motion carried by the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-449 Consideration of a Contract with Freese and Nichols in the Amount of \$1,142,480

City Council is requested to approve a contract with Freese and Nichols in the amount of \$1,142,480 for professional engineering services to upgrade the Riverdale Pump Station,

approve the Capital Project Budget Ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-459 Consideration of a Contract with Vulcan Materials Co. in the amount of \$100,000

City Council is requested to approve a contract with Vulcan Materials Co. in the amount of \$100,000 for different types of stone (aggregate) to be used by crews for performing repairs to roadways, sidewalks, rights-of-way and related repairs to the stormwater drainage system, etc. within the jurisdictional limits of the City and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-470 Consideration of a Purchase Order Increase for McGill Environmental Systems

City Council is requested to approve a purchase order for McGill Environmental Systems be increased from \$40,900 to the amount of \$176,500 for emergency hauling of bio-solids from the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-450 Consideration of Extension of Services with Ricoh in the Amount of \$303,688.82

City Council is requested to approve an extension of services for an onsite staffed commercial quality high-speed document printing, copying, and scanning services shop and city mail services and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-452 Consideration of a Contract with Community Housing Solutions in the Amount of \$200,000

City Council is requested to approve a contract with Community Housing Solutions to fund materials and operational expenses associated with two Operation InASMuch events and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-454 Consideration of Acceptance of a Grant Award from National Endowment for Humanities

City Council is requested to accept a grant award from National Endowment for Humanities in the amount of \$349,247 to replace the High Point Museum's aging HVAC System and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the Consent Vote.

2023-472 Information Regarding Guilford County American Rescue Plan Act (ARPA) Funds Contribution to High Point Projects

Staff will present information on the payment process for ARPA funds, including criteria to be used in consideration of advancing funds to the organizations.

Approved by the Consent Vote.

2023-468 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Community Development Committee Minutes - September 12, 2023, at 4:00 p.m.

Finance Committee Minutes - September 14, 2023, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - September 18, 2023, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - September 18, 2023, at 5:30 p.m.

Prosperity and Livability Committee Minutes - September 20, 2023, at 9:00 a.m.

Approved by the Consent Vote.

GENERAL BUSINESS AGENDA

2023-456 Public Hearing Regarding a Request from Dawn Sweitzer Properties LLC, for Performance Base Incentives in the amount of \$75,000 - Public Hearing October 2, 2023

City Council is requested to authorize performance-based incentives for a project at 2429 W. English Rd. in High Point, NC in the amount of \$75,000 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Sandy Dunbeck, High Point Economic Development Director, provided the staff report for this item.

Mayor Wagner opened the public hearing.

Dawn Sweitzer, owner of Dawn Sweitzer Properties, LLC HQ & the Gallery, provided a PowerPoint presentation, spoke in favor of this item, provided explanations of the rehab of each structure, and utilization of grant funding.

Mayor Wagner asked if anyone else would like to be heard regarding this item. Seeing none, he closed the public hearing.

A motion was made by Council Member Jones, seconded by Council Member Peters, to approve agenda item 2023-456.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-458 Public Hearing Regarding a Request from COHAB.SPACE LLC, for Performance Based Incentives in the amount of \$75,000 - Public Hearing October 2, 2023

City Council is requested to consider a request from COHAB.SPACE LLC, for authorization of performance-based incentives for a project at 1547 W. English Rd. in High Point, NC in the amount of \$75,000 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Sandy Dunbeck, High Point Economic Development Director, provided the staff report for this item.

John Muldoon, owner of COHAB.SPACE, provided a PowerPoint presentation, spoke to the history and future of the project, provided photos, and played a video showcasing the facilities and events.

Mayor Wagner opened the public hearing and asked if anyone wished to be heard regarding this item. Seeing none, he closed the public hearing.

A discussion ensued regarding the past southwest quadrant of the city in regard to manufacturing, as well as general appreciation to Mr. Muldoon and other business owners that are making an investment in the City of High Point.

A motion was made by Mayor Pro Tempore Hudson, seconded by Council Member Peters to approve Agenda Item 2023-458.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-469 Public Hearing Regarding a Resolution for the Public Utility Regulatory Policy Act Standards

City Council is requested to approve a resolution which will approve two new regulatory standards pertaining to Public Utility Policy.

Tyler Berrier, Electric Utilities Director, provided the staff report for this item.

Mayor Wagner opened the public hearing and asked if anyone would like to be heard regarding this item. Seeing none, he closed the public hearing.

A motion was made by Mayor Wagner, seconded by Council Member Jones, to approve Agenda Item 2023-469.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-467 Village of Florence Historic Marker

A request by the High Point Preservation Society for approval of a historic marker to recognize the Village of Florence that is proposed to be located on Penny Road near the intersection with East Fork Road.

David Fencl, Senior Planner, provided the staff report for this item.

A motion was made by Mayor Pro Tempore Hudson, seconded by Council Member Johnson, to approve agenda item 2023-467.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-460 Public Hearing - City of High Point, Zoning Map Amendment 23-23

A request by the City of High Point to rezone approximately 11.7 acres as part of the Comprehensive Zoning Map Amendment project.

- a. To rezone approximately 0.7 acres from the Residential Single Family - 5 (R-5) District to the General Business (GB) District. The site is located along the south side of W. Parris Avenue, approximately 640 feet west of N. Main Street (149, 151 & 153 W. Parris Avenue).
- b. To rezone approximately 11 acres from the Heavy Industrial (HI) District to the Limited Business (LB) Districts. The site is located along Beddington Street, between Blake Avenue and Tower Avenue.

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner, provided the staff report for this item.

In response to Council Member Jones, Mr. Shannon answered questions regarding which portions of the property would need to change to comply with the mid 90's standards.

In response to Council Member Johnson's concern regarding a possible conflict in voting because he is a pastor of a church on Beddington Street, Meghan Maguire, City Attorney, stated there is no direct financial interest therefore, there is no conflict to prevent Council Member Johnson from voting on this item.

Mayor Wagner asked if anyone would like to be heard regarding this item. Seeing none, he closed the public hearing.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson, to approve Zoning Map Amendment 23-23 and adopt the consistency and reasonableness statement provided by the Planning Board.

Consistency and Reasonableness Statements

Zoning Map Amendment 23-23 is consistent with the City's adopted policy guidance because the zoning map amendment is supported by goals and objection of the Land Use Plan that speaks to promote an urban growth pattern that occurs in an orderly fashion;

and encourage development that enhances and preserves established neighborhoods. Furthermore, the amendments are needed to match the manner in which these neighborhoods have developed and to remove unneeded restrictions.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-461 Public Hearing - Bricks & Beams, LLC, Zoning Map Amendment 23-24

A request by Bricks & Beams, LLC to rezone approximately 6.5 acres from the Light Industrial (LI) District to the Central Business (CB) District. The site is located along the south side of E. Green Drive, between S. Centennial Street and Park Street (313 S. Centennial Street).

Mayor Wagner opened the Public Hearing.

Herb Shannon, Senior Planner, provided the staff report for this item.

Elizabeth Koonce, Attorney with Roberson, Haworth & Reese, PLLC, 300 N. Main Street, spoke on behalf of the applicant stating this request is consistent with the central business district zoning in the surrounding areas and noted the facility will relocate from Centennial Avenue and will have a corporate office and a hospitality component.

Mayor Wagner asked if anyone would like to speak regarding this item.

Council Member Williams stated for full disclosure he works for ANDMORE and has questions regarding the map and the market district lines.

Council Member Williams made a motion, seconded by Council Member Johnson, to continue this item to the November 6, 2023, City Council meeting.

A discussion ensued regarding the impact of this delay to the company. Ms. Koonce stated because of renovations, design and demolition, and the fact the lease ends in April 2024, any delay could have significant impacts.

Ben Dolosher, CFO with Bricks & Beams, LLC spoke to the timeline regarding signing of a construction contract noting the zoning is a key factor in the appraisal and noted the amount of investment the company has placed in High Point over the last several years.

A substitute motion was made by Council Member Jefferson, seconded by Council Member Peters, to approve zoning map amendment 23-24 and adopt the reasonableness and consistency statement provided in the staff report.

Consistency and Reasonableness Statements

That Zoning Map Amendment 23-24 is consistent with the City's adopted policy guidance because the requested CB District zoning is supported by the Community/Regional Commercial designation of the Land Use Plan and by the site being identified as lying within the Showroom District by the Core City Plan. Furthermore, the request is reasonable and in the public interest because similar properties fronting along

this section of S. Centennial Street, classified by the adopted Land Use Plan as Community /Regional Commercial, are zoned as a CB district.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Jones, and Member Holmes

Nay: Council Member Williams

2023-462 Public Hearing - Kumasi Management Services, LLC, Zoning Map Amendment 23-25

A request by Kumasi Management Services, LLC to rezone approximately 14.2 acres from a Conditional Use Light Industrial (CU-LI) District to a Conditional Zoning General Business (CZ-GB) District. The site is located along the north and south sides of Furniture Avenue, approximately 0.3-mile (1,800 feet) east of Riverdale Road (4257, 4265, 4262 & 4268 Furniture Avenue).

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner, provided the staff report for this item.

Rev. Tacuma Johnson, Co-founder and CFO of the Point College Prep, spoke in favor of this item, provided a history of the development and noted the expansion is consistent with the use of the area.

Matt McCarthy, Pastor of Vertical Church, spoke in favor of the item noting his church currently owns the building that the applicants are seeking to acquire and noted the expansion is consistent with the current use of the area.

Mayor Wagner asked if anyone else wished to be heard regarding this item.

Seeing none, he closed the public hearing.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson, to approve zoning map amendment 23-25 and adopt the reasonableness and consistency statement provided in the staff report.

Consistency and Reasonableness Statements

Zoning Map Amendment 23-25 is consistent with the City's adopted policy guidance because the requested CZ-GB District is similar and compatible with previous conditional zoning approvals granted in this area. Furthermore, the zoning site is adjacent to other CZ-GB District zoning that has been approved in this area.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-464 Public Hearing - City of High Point, Text Amendment 23-03

A request by the City of High Point to amend the Development Ordinance to revise the powers and duties of the Planning and Zoning (P&Z) Commission. This amendment proposes to grant the P&Z Commission the authority to make the final decision on various Zoning Map Amendment requests. In conjunction with the proposed expanded P&Z Commission authority, this request also amends the review procedures, appeals process, and amends the Conditional Zoning, Planned Development, Zoning Map Amendment and Overlay (Historic & Manufactured Housing) District zoning process.

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner, provided the staff report.

A discussion ensued regarding definition of "aggrieved party", section 4 of the text amendment pertaining to the Citizens Information Meeting requirement, as well as communications by the city with developers and key stake holders.

Judy Stalder, Regulatory Affairs Director for the Triad Real Estate and Building Coalition (TREBIC), 115 South Westgate Drive stated that TREBIC is supportive of the changes to text amendment with the exception of the changes to the requirement regarding the citizens information meeting and would ask that the changes be removed and noted TREBICS willingness to work with staff as well as the public regarding development.

Tom Terrell, 529 W. Parkway, local attorney, spoke in opposition to the changes regarding the citizens information meeting noting expense of a concept plan, possible changes to the plan after the meeting, and asked the city to review other jurisdiction requirements and to keep the rules as they are.

Kim Lymen, Impact Property Solutions, 5590 Garden Village Way, Greensboro, spoke to the effects of the changes in requirements for the citizens information meeting would have on subcontractors.

Mayor Wagner asked if anyone else would like to be heard regarding this item. Seeing none, he closed the public hearing.

A thorough discussion took place regarding the appeals process.

Council Member Jones made a motion, seconded by Mayor Pro Tempore Hudson, to adopt TA -23-03 P & Z hearing ordinance excluding the changes to 2.3.3.d section 4 7 and 8 in the attached proposed ordinance.

A substitute motion was made by Mayor Wagner, seconded by Council Member Jefferson, to approve this item without the changes regarding the public meetings (section 4) and also to amend the section regarding appeals of P&Z zoning decisions to define an aggrieved person as anyone who has been given notice and lives within 300 feet of the zoning case and to amend sentence number two of that section to state City Council may by majority vote taken at any time up to and including the next regular council meeting of P&Z's decision authorize the Planning and Development Director to file a written notice of appeal of the P&Z's decision.

Motion carried with the following vote:

Aye: Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-471 Consideration of Reappointments to the High Point Economic Development Corporation Board

City Council is requested to confirm the following reappointments to the High Point Economic Development Corporation Board, for a term beginning on the date of reappointment and ending on December 31, 2025:

- Aaron Clinard, Clinard Consulting
- Brenda Deets, Citizens Bank
- Chris Whitesell, New Path Digital
- Justin Thompson, Captivate Media
- Scott Holbrook, Key Risk

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Hudson, that this matter be approved. The motion carried by the following vote:

Aye: Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-455 Consideration of the Appointment of Tasha Logan Ford to the North Carolina Municipal Power Agency 1 Board of Commissioners

City Council is requested to appoint Tasha Logan Ford to the North Carolina Municipal Power Agency 1 Board of Commissioners effective October 2, 2023. Ms. Logan Ford will serve at the pleasure of the High Point City Council.

A motion was made by Mayor Wagner, seconded by Council Member Williams, that Tasha Logan Ford be appointed to the North Carolina Municipal Power Agency 1 Board of Commissioners effective October 2, 2023.

Motion carried with the following vote:

Council Member Jefferson thanked Latimere Alexander for his representation for the City of High Point as well as Randy McCaslin, former Deputy City Manager.

Aye: Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 8:06 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Sandra Keeney
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Professional Services Contract – Creech and Associates – Shared Use Kitchen	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: November 6, 2023
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Scope of Services	

PURPOSE:

To consider acceptance of a proposal from Creech and Associates to perform design services for the Commercial Shared Use Kitchen project.

BACKGROUND:

In 2018 the City of High Point received a technical assistance grant from the U.S. Economic Development Administration through the Smart Growth America's Small Scale Manufacturing and Placed Based Economic Development program. The report identified the need for High Point to have a shared use commercial kitchen that would benefit entrepreneurs, food truck operators, and other food preparation-related small business that are otherwise experiencing access and cost barriers to starting and growing food business. Non-profit and for-profit shared use kitchens in the region have reported significant waiting lists for new, small and growing food entrepreneurs to access these types of licensed and permitted kitchen facilities.

The shared use kitchen will be located adjacent to the 300 Oak building at 331 W. Russell. The proposed kitchen will be approximately 10,000 square feet.

The city received a \$2.0 million Congressional award from the U.S. Small Business Administration, and the city allocated \$2.0 million in ARPA funding for this project.

BUDGET IMPACT: Funding is available in the Capital Projects budget.

RECOMENDATION /ACTION REQUESTED:

City Council is requested to approve a task order to the on-call master agreement with Creech & Associates, LLC estimated in the amount of \$472,110 to provide architectural, engineering design, survey, kitchen design consulting and cost estimating for the shared use kitchen facility that will be located at 331 W. Russell Avenue, and to authorize the appropriate city official to execute all necessary documents.



October 31, 2023

Eric Olmedo
Assistant City Manager
City of High Point
211 S. Hamilton Street
High Point, NC 27261

Re: Commercial Shared Use Kitchen Proposal for Design Services

Eric:

Creech & Associates, PLLC is pleased to present you with the following proposal for design services related to the above referenced project. The following is a general understanding of the project goals and scope of work:

- The goal is to construct a commercial shared use kitchen to serve as a business incubator for food businesses.
- The proposed site is 331 West Russell Avenue and is part of a revisioning of the 300 Oak Street catalyst project.
- The proposed construction budget is \$4 million dollars and is funded through a match of federal grants and city funds.

The anticipated schedule for completed permit drawings will be 8 months.

CONSULTANT TEAM

The consultant team will be as follows:

- Optima Engineering Mechanical, Electrical, Plumbing, & Fire Protection Engineering
- Stewart Engineering Structural Engineering
- Dewberry Engineering Landscape Architecture and Civil Engineering
- Foodesign Associates Kitchen Design Consulting

The design team will also coordinate with the owner's consultants as required. It is our understanding that the method of project delivery is to be determined.

SERVICES INCLUDED

1. Schematic Design Phase (SD)

- A. SD drawings per the NC Building Code and City of High Point requirements.
- B. SD will consist of a conceptual site plan, floor plans, roof plan, and elevations.
- C. The consultants will provide narratives for their portion of the work for pricing.

2. Schematic Design Cost Estimating and Owner Review

- A. The design team will have an independent professional cost estimator provide a detailed cost estimate based upon the information resulting from the SD phase of this project.

- B. The design team will coordinate the scope of work and respond to questions during the SD estimating exercise.

3. Design Development Phase (DD)

- A. DD drawings per the NC Building Code and City of High Point requirements.
- B. DD will consist of well-developed floor plans, ceiling plans, roof plan, elevations, preliminary schedules, wall sections and preliminary details.
- C. DD will include progress consultant drawings with specific systems defined.
- D. DD will include outline specifications in CSI format.

4. Design Development Cost Estimating Phase and Owner Review

- A. The design team will have an independent professional cost estimator provide a detailed cost estimate based upon the information resulting from the DD phase of this project.
- B. The design team will coordinate the scope of work and respond to questions during the DD estimating exercise.

5. Construction Documents (CD) Phase

- A. Construction documents will define the remaining portions of the work per the NC Building Code and City of High Point requirements.
- B. Structural engineering services for the building and any site walls or free-standing structures required.
- C. Fire Protection, Plumbing, Mechanical and Electrical engineering services to within five feet of structures. Civil will pick up the utilities from that point to the other main services.
- D. Interior design services for the selection of finishes.
- E. Code required interior signage.
- F. The design team will hold a meeting to discuss audio-visual based upon the floor plans and the requirements of the end users. The design team will then coordinate with the town's AV vendor to provide pathways for the devices required.
- G. The design team will hold a meeting to discuss security with the end user to illustrate the requirements of the renovation. The design team will then coordinate with the town's security vendor to provide pathways for the devices required.
- H. The design team will hold a meeting to discuss IT with the city's IT vendor to illustrate the requirements of the end users. The design team will then coordinate with the city's IT vendor to provide pathways for the devices required.
- I. Specifications in CSI format per the NC Building Code and Guilford County requirements.

6. Construction Documents Cost Estimating and Owner Review

- A. The design team will have the same independent professional cost estimator provide an update to the detailed cost estimate based upon the information resulting from the construction documents phase of this project.
- B. The design team will coordinate the scope of work and respond to questions during the construction document estimating exercise.

7. Bidding Phase

- A. Provide drawings to plan review agencies per city/county and state requirements.
- B. Answer request for information forms (RFI) during the bidding process.
- C. Review substitution requests
- D. Facilitate public bid opening per City of High Point and best industry practices.
- E. Assist in evaluating the bid tabulations.

8. Construction Administration (CA) Phase

- F. Owner/Architect/Contractor (OAC) Meetings (2 per month)
- G. Field Reports (same frequency as OAC)
- H. Reviewing submittals
- I. Responding to RFIs

SERVICES EXCLUDED (May be considered for additional services)

- 1. Specialty consultants other than those listed above (includes but is not limited to vibration consultants, security consultants, acoustical consultants, data consultants, etc.).
- 2. Furniture, fixtures, and equipment procurement.
- 3. LEED administration services including coordination of disciplines for basic certification.
- 4. Commissioning services and reviews. The code required commissioning services, if you choose, can be provided by the design team's engineers for an additional fee.
- 5. Design revisions and/or Value Engineering after bids are received and within 5% of the approved budget.
- 6. Special inspections and material testing or Phase II testing.
- 7. All permit and application fees shall be paid by City of High Point.
- 8. Updates to the City of High Point stormwater master plan and/or tree protection master plan are not included in this proposal.
- 9. City of High Point is responsible for providing all plans and information prior to the start of work.
- 10. Preparation of construction documents, specifications, and details.
- 11. Permitting, construction administration or bidding assistance services are not included in this proposal.
- 12. ALTA, boundary, topographic, tree, or other surveys are included in this proposal as an optional additional service.
- 13. Rezoning services are excluded. It is assumed that the proposed improvements are by right and will not require modifications to the previously approved masterplan.
- 14. Graphic, color, or illustrative renderings/drawings are not included in this proposal but can be provided for an additional fee.
- 15. Utility test pits, excavations, and soft digs are excluded from this proposal, but can be completed for an additional fee.
- 16. It is assumed that all improvements shall be located outside of the flood plain and that a flood development permit application is not required.
- 17. The design of pavement sections such as asphalt, concrete, or permeable pavers are not included in this proposal, but can be completed for an additional fee.
- 18. A traffic study is not included in this proposal, but can be completed for an additional fee.
- 19. Offsite roadway improvements, such as turn lanes, are not included in this scope and fee.

20. Construction staking is not included in this proposal but can be completed for an additional fee.
21. Wetland delineation and wetland and stream impact permitting (404/401 Permits) are excluded, but can be provided for an additional service.
22. Environmental Site Assessments (including but not limited to phase I, II and III) are not included in this proposal.
23. Geotechnical and subsurface evaluations are not included in this proposal.
24. Endangered species surveys (i.e., mussel surveys) beyond surveys included in the scope of services above is not include in this proposal.
25. Property access agreements are not included in this proposal.
26. Excludes Floodplain Studies.
27. Does not include weekly erosion control site visits as may be required by the State.
28. OWNER shall provide Dewberry access to the site as needed to perform tasks in this proposal.
29. Environmental investigations and permitting is not included in this proposal.
30. Confined space entry is not included in this proposal.
31. Design of private, dry utilities are not included in this proposal.
32. Review of BMP as-builts and design certifications are not included in this proposal.
33. Photometric design for exterior and parking lot lighting are not included in this proposal.
34. Irrigation design is not included in this proposal.
35. Preparation of technical specifications and project manual are not included in this proposal.
36. Construction material testing is not included in this proposal.
37. The design of retaining walls or other structural design is not included in this proposal.
38. All items not specifically included in the Scope of Services above, are specifically excluded from this proposal.

ARCHITECTURAL AND ENGINEERING FEES

The traditional design service fees for the project will be based on 10.0% of the construction cost, with an estimated construction budget of \$4,000,000. This will serve as the fee structure until the end of the design development (DD) phase, and if the estimated costs align at the conclusion of that phase, through the completion of construction administration (CA). Should the DD estimated construction costs be higher than \$4,000,000 and the owner approve additional funding, the fee for the remaining CD-CA phases will be increased accordingly. Should the estimated construction costs be lower than \$4,000,000 no decrease to the fee will be incurred.

TOTAL LUMP SUM BASE FEE FOR TRADITIONAL DESIGN SERVICES	\$ 400,000.00
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ADDITIONAL DESIGN SERVICES

1. Topographic and Boundary Survey	\$ 13,280.00
2. Kitchen Design Consulting	\$ 34,630.00
3. Professional Cost Estimating	\$ 24,200.00

Creech & Associates is prepared to customize the scope of work and subsequent fee to align with any existing budget parameters the town may have related to the project.

It is our suggestion that the owner carry a 3% minimum contingency in addition to the construction contingency.

SCHEDULE

The anticipated proposed project schedule is as follows:

Schematic Design Production:	Two (2) months
Schematic Design Cost Estimating / Owner Review:	One (1) month
Design Development Production:	Two (2) months
Design Development Cost Estimating / Owner Review:	One (1) month
Construction Document Production:	Two (2) months
Construction Document Cost Estimating / Owner Review:	One (1) month
Bidding:	Two (2) months
Construction Administration:	Twelve (12) months

**If additional scope items are selected, the schedule will adjust accordingly.*

Again, Creech & Associates is honored to be involved in this exciting project and we look forward to proceeding upon approval. Please do not hesitate to call if you have any questions. If you agree with this proposal, we will issue an AIA B101-2017 or review the city specific contract to which this proposal can be attached as an exhibit.

Very Truly Yours:
Creech & Associates, PLLC

A handwritten signature in black ink, appearing to read 'BAGM', with a long horizontal flourish extending to the right.

Brent J. Green, LEED AP
Principal

Cc: File

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Electrical Cable (1/0 Aluminum Primary) for various Electric Utility Projects	
FROM: Tyler Berrier, PE – Electric Utilities Director Stephen Schaefer – Assistant Director	MEETING DATE: November 6, 2023
PUBLIC HEARING: No	ADVERTISED DATE/BY: Purchasing - Sourcewell
ATTACHMENTS: Sourcewell Contract Bid Recommendation Form	

PURPOSE: Purchase of 1/0 Primary Wire, a commonly used item by the Electric Utilities Department. Warehouse Stock Items, not associated with a specific project.

BACKGROUND: The current bid price of \$4.79 per foot is offered under this contract. This purchase will be for 40,000 linear feet of cable. Wesco is currently under contract through a cooperative bid, Sourcewell Contract #091422-WES

BUDGET IMPACT: Funds are included in the operating budget to cover this purchase.

RECCOMENDATION/ACTION REQUESTED: Staff recommends that the city council approve, and the department be given the ability to procure this item. The department is recommending that the bid for this cable be awarded to Wesco, Inc. for \$191,600.





THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



11111 CARMEL COMMONS
SUITE 140
CHARLOTTE NC 28226
TEL: 704-542-1572 FAX: 704-541-6183

PO # 113854 10/13/2023 \$ 191,600.00

Sourcewell Contract # 091422-W

QUOTATION PREPARED FOR:
WESCO DISTRIBUTION, INC.
BRADY HIDEELL

WESCO
Stock # 2904 1/0 Primary wire

CUSTOMER
REFERENCE: CITY OF HIGH POINT

OKONITE REFERENCE: 49-30663-002

ITEM	QUANTITY	DESCRIPTION	NET	SHIP	PRICE
			WEIGHT 1000 FT	WEIGHT	1000 FT

PRICES ARE FIRM, INCLUDING METALS, FOR ORDER BY 10/13/23.

001	40,000'	1/C 1/0 SOLID ALUMINUM -SS- 220 OKOGUARD EPR - 030 SC EPR - 16 X #14 COPPER CONC WIRES (FULL NEUTRAL) - 050 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV	721	31128	\$4790
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METAL WEIGHT LBS PER 1000 FT:
COPPER 207 ALUMINUM 97

METAL BASE: (SEE BASIS IN ESCALATION SECTION)
COPPER 3.614000 ALUMINUM 1.207950

APPROX O.D. INCHES 1.122

OKONITE PRODUCT CODE: [161-23-3069](#)
CATALOG SECTION 2 SHEET 035

REELS:
16 @ 2500 50X32X24 LW (REEL WIDTH 36.5)

SPECS:
HIGH POINT 1/0 JAN 2005

AVAILABILITY: EARLY FEBRUARY

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES
WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



F.O.B. SHIPPING POINT

TERMS: NET 60 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +05%

PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS
OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

STOCK ITEMS: SUBJECT TO PRIOR SALE.

* THE FOLLOWING HYPERLINKED FILE *
* [OKONITE-TERMS-AND-CONDITIONS.PDF](#), *
* FORM PART OF THIS QUOTATION. *

THE OKONITE COMPANY

BY MIKE PARDUE

=====

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO
DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY
POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII.
SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF
EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT
IS ALLOWED.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution Authorizing the Upset Bid Procedure for the Sale of City Owned Properties – 711 E. Commerce Ave., 407, 517 Walnut St., 505, 517, 518, 523, 525, 526 White Oak St.

FROM: Kim Thore, Right of Way Coordinator

MEETING DATE: November 6, 2023

PUBLIC HEARING: Not required

ADVERTISED DATE/BY: N/A

ATTACHMENTS: Resolution and Map

PURPOSE/BACKGROUND

Sterling Real Estate Development of North Carolina, LLC has offered a bid of \$99,000.00 for city owned vacant lots more particularly described below and hereinafter referred to collectively as “Properties:”

Parcel #	Address	Square Feet	Acre
175341	711 E. Commerce Ave.	8,277	.19
175393	407 Walnut St.	6,534	.15
171652	517 Walnut St.	6,098	.14
171629	505 White Oak St.	7,841	.18
171623	517 White Oak St.	8,277	.19
171639	518 White Oak St.	7,841	.18
171621	523 White Oak St.	9,583	.22
171620	525 White Oak St.	8,277	.19
171661	526 White Oak St.	5,663	.13

BUDGET/IMPACT:

N/A

RECOMMENDATION/ACTION REQUESTED:

Council is requested to adopt a resolution accepting the offer of \$99,000.00 and authorizing the sale of the Properties through the upset bid procedure of N.C.G.S. §160A-269, and to direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. §160A-269.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE UPSET BID PROCEDURE
FOR THE SALE OF CITY OWNED PROPERTIES**

WHEREAS, the City of High Point (“City”) owns nine (9) vacant lots more particularly described below and hereinafter referred to collectively as the “Properties:”

<u>Tax Parcel #</u>	<u>Address</u>	<u>Square Feet</u>	<u>Acre</u>
175341	711 E. Commerce Ave.	8,277	.19
175393	407 Walnut St.	6,534	.15
171652	517 Walnut St.	6,098	.14
171629	505 White Oak St.	7,841	.18
171623	517 White Oak St.	8,277	.19
171639	518 White Oak St.	7,841	.18
171621	523 White Oak St.	9,583	.22
171620	525 White Oak St.	8,277	.19
171661	526 White Oak St.	5,663	.13

; and

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the Properties; and

WHEREAS, Sterling Real Estate Development of North Carolina, LLC has offered a bid of Ninety Nine Thousand Dollars (\$99,000.00) for the Properties and paid the amount of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00), the required five percent (5%) deposit on its offer.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Authorizes sale of the Properties described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the Properties, the amount and terms of the offer, and the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within ten (10) days after the notice of sale is published. At the conclusion of the ten (10) day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a ten (10) day notice period has passed

without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will credit the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

- the City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed; and
- the buyer must pay balance with cash, cashier's check, or certified check at the time of closing.

8. The City reserves the right to withdraw the Properties from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Properties to Sterling Real Estate Development of North Carolina, LLC.

Adopted this the 6th day of November 2023.

ATTEST:

CITY OF HIGH POINT

Sandra Keeney, City Clerk

Jay W. Wagner, Mayor

Sale of City Properties: 711 E. Commerce Ave., 407, 517 Walnut St., 505, 517, 518, 523, 525, 526 White Oak St.

