



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Michael Holmes, Mayor Pro Tem (Alternate)

Tuesday, November 12, 2024

4:00 PM

Council Chambers

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

[2024-427](#)

Consideration of a Purchase from WESCO, Inc.

City Council is requested to consider a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [WESCO, Inc. - Pad Mounted Transformers](#)

[2024-428](#)

Consideration of a Sole Source Contract with North State Resurfacing

City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [North State Resurfacing - Oak Hollow Tennis Center](#)

[2024-429](#)

Consideration of a Contract with Triad Road Maintenance Company, Inc.

City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line stripping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [Triad Road Maintenance Company, Inc.](#)

[2024-409](#)

Consideration of Sale of City Owned Property - 1800 Wade Place; 707 Brentwood Street; and 917/919 Randolph Street

City Council is requested to adopt the resolutions accepting the three (3)

offers and authorizing the sale of the following properties through the upset bid procedure of N.C.G.S. §160A-269.

Attachments: [Sale of City Owned Properties](#)

[2024-433](#)

Information Regarding Proposed Changes to the Annual Non-Profit Organization Application and Funding Process
Staff will present proposed changes to the annual non-profit organization application funding process.

Attachments: [Proposed Changes to Non-Profit Process](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-427

File ID: 2024-427

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 11/01/2024

File Name:

Final Action:

Title: Consideration of a Purchase from WESCO, Inc.
City Council is requested to consider a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: WESCO, Inc. - Pad Mounted Transformers

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from WESCO, Inc.	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: November 18, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: Purchasing Sourcewell – 091422-WES
ATTACHMENTS: Sourcewell Quote Bid Recommendation Form	

PURPOSE: The Public Services Department is in the process of installing generators at the Oak Hollow Raw Water pump station. For this project, Electric must procure two pad mounted transformers for the project site. These are non-standard units, so one unit is being purchased as a primary unit, with the second unit being purchased as a back-up. The lead time is 48 weeks for these units.

BACKGROUND: The Electric Department is procuring materials to be used on the Oak Hollow Raw Water Generator installation. For this purchase, the warehouse division of the Finance Department is utilizing our Sourcewell contract. There are 2 total transformers being encumbered under this quote. These units' are large industrial 1500kVA three phase pad mounted transformers (4160V).

BUDGET IMPACT: Funds are included in the Electric operating budget to cover this service.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents.



CONFIDENTIAL

GE PROLEC TRANSFORMERS INC
1224 Commerce St SW, Suite J
Conover, NC 28613-0001

Quotation Date: 09/18/2024
Quotation Number: Q-00031005
FOR FASTER HANDLING
OF YOUR ORDER REFER TO
THIS NUMBER

To: WESCO DISTRIBUTION, INC G2465M06
334 ATKINSON STREET
CLAYTON, North Carolina 27520
Estados Unidos

Attn:
Customer RFQ: High Point
Quote Expiration Date: 10/22/2024

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
	QRJX823	2	80,912 USD	48

Capacity - kVA: 1500
Primary Voltage: 4160 Grdy/ 2400
Secondary Voltage: 480Y/277
Details:
Description: 1500 KVA
THREE PHASE PAD TRANSFORMER
4160Y / 2400 - 480Y/277
(2) - 2.5% Above and Below in HV
Loopfeed, Six HV Bushing, Staggered LV w/Radia
No Fuses
Dead Front, Specific Dims, Staggered LV
NO LOAD LOSSES-1367, LOAD LOSSES-10503, TOTAL LOSSES-11870
IZ PCT: 5.77 EXC PCT: 2

Accessories:
TYPE ONAN, 60 KV BIL
42 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
Standard Liquid Level Gauge VIAT
Provision for TC
Handhole 8" x 19"
Integral Deadbreak Bushing 600 Amp 25 kV
1¼ Stud type with 10 holes blade 2200A - LV Bushing
IFD Device
Thermometer VIAT
Vacuum Pressure Gauge VIAT
1 inch Drain Valve with 3/8 inch sampler in LV
3 Switches 2 pos. 300 A
Warning Decal Per Nema fig. 1
Danger Decal Per Nema fig. 2
Decal Filled with NON-PCB Mineral Oil at time of Manufacture - Rectangular
Standard Nameplate
Plastic GRD Connector Plug
Jacking facilities
Supported LV
EXTRA NAMEPLATE
KVA, LV & STOCK NUMBER STENCILS
EXTRA GROUND PADS X SPEC
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 CONSTITUTES 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-00031005
CITY OF HIGH POINT

- WE ARE QUOTING PER CITY OF HIGH POINT SPECIFICATIONS FOR 5KV PAD MOUNTED DISTRIBUTION TRANSFORMER, ZGS-H-1500/4.16-0.48 DRAWING & DESCRIPTION.; NO OTHER SPEC WILL APPLY.

***** EXCEPTIONS *****

- WE ARE TAKING EXCEPTION TO QUOTE AS PER ANSI C57.12.70, WE ARE QUOTING AS PER ANSI C57.12.34 LATEST REVISION.

- WE ARE NOT CONSIDERING ANYTHING ELSE BESIDES THE CITY OF HIGH POINT SPECIFICATIONS FOR 5KV PAD MOUNTED DISTRIBUTION TRANSFORMER, ZGS-H-1500/4.16-0.48 DRAWING & DESCRIPTION, WE TAKE EXCEPTION TO THE PICTURES SINCE IT WAS NOT PROVIDED.

- 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.

- WE ARE TAKING EXCEPTION TO PROVIDE INTEGRAL BUSHINGS READY TO ACCEPT FEED THRU INSERTS, BECAUSE IS OUT OF SCOPE.

- WE ARE TAKING EXCEPTION TO QUOTE A 24" DEEP CABINET, WE ARE QUOTING 42" DEEP CABINET.

- WE ARE TAKING EXCEPTION TO QUOTE FUSES, BECAUSE 9 CLF IS OUT OF OUR PRODUCT SCOPE.

- WE ARE TAKING EXCEPTION TO PROVIDE A 4 POSITION SWITCH, WE ARE PROVIDING A 3-2 POSITION SWITCH.

- WE ARE TAKING EXCEPTION TO QUOTE PRESSURE RELIEF VALVE SINCE THE DESIGN IS EQUIPED WITH IFD, THIS DEVICE HAS PRESSURE RELIEF FUNCTIONS.

- WE ARE NOT ADDING THE STOCK NUMBER TO THE QUOTE SINCE IT WAS NOT PROVIDED.

***** COMMENTS *****

- QUOTE VALID FOR 30 DAYS.

- WE ARE QUOTING TERMS AND CONDITIONS GE PROLEC 2023.

¿PROLEC GE HAS RESERVED MANUFACTURING SLOTS FOR 2024 BY PRODUCT LINE AT OUR FACTORY TO SECURE AN ASSIGNED VOLUME FOR EACH CUSTOMER. THESE RESERVED SLOTS HAVE BEEN SCHEDULED THROUGHOUT 2024. CURRENT PRICES ARE VALID FOR SHIPMENTS IN 4Q24. RESERVED SLOTS HAVE BEEN ASSIGNED BY QUARTER, AND IF ORDERS ARE SCHEDULED BEYOND 4Q24 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.

- 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, SPECIFIC DIMENSIONS.

- WE ARE QUOTING PRIMARY VOLTAGE 4160Y/2400.

- WE ARE QUOTING SECONDARY VOLTAGE 480Y/277.

- WE ARE QUOTING TAPS 2 - 2.5% ABOVE AND BELOW.

- WE ARE NOT QUOTING FUSES.

- WE ARE QUOTING WINDING MATERIAL CU FOR HV AND CU FOR LV.

- WE ARE INCLUDING 3 - 2 POSITION SWITCHES 300 A.

- WE ARE INCLUDING THERMOMETER, LIQUID LEVEL GAUGE, VACUUM PRESSURE GAUGE.

- WE ARE PROVIDING A INTEGRAL DEADBREAK BUSHIING 600 AMP 25 KV.

- WE ARE PROVIDING A 1¼ STUD TYPE WITH 10 HOLES BLADE 2200A

- PER ACCESS TO INSTALL CT'S WE ARE QUOTING CT PROVISION.

- WE ARE QUOTING IFD WITH PRESSURE RELIEF FUNCTIONS.

- PER 1" DRAIN PLUG WE ARE QUOTING DRAIN VALVE WITH SAMPLER IN LV AS SHOWN IN DRAWING ZGS-H-1500/4.16-0.48.

- WE ARE QUOTING ONLY BASE AND SILL IN STAINLESS STEEL 409L.

- PER POINT 22, WE ARE QUOTING A DECAL "FILLED WITH NON-PCB MINERAL OIL AT TIME OF MANUFACTURE PER 40CFR 761.

- PER REFLECTIVE MATERIAL WE ARE QUOTING CONTRASTING STENCILS.

- WE ARE QUOTING SIMILAR TRANSFORMER FROM DRAWING ZGS-H-1500/4.16-0.48, BUT LOSSES, IMPEDANCE AND DIMENSIONS MAY CHANGE.

- A DISTANCE OF 7.9¿ FROM THE WALL TO THE HV BUSHING IS OFFERED.

- A DISTANCE OF 5.4¿ FROM HV BUSHING TO DIVISION IS OFFERED.

- A DISTANCE OF 13.4¿ FROM LV BUSHING TO WALL IS OFFERED.

- WE ARE OFFERING A LV COMPARTMENT WIDTH OF 39.8¿

- A DEPTH OF 91.4¿ IS OFFERED

- A WIDTH OF 89.2" IS OFFERED.
- A HEIGHT OF 87.3" IS OFFERED.

- 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

08/23/2024

Regards,

Beau Benefield

FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT **Electric**

COUNCIL AGENDA DATE: **November 12, 2024**

BID NO.: **N/A** CONTRACT NO.: **Sourcewell – 091422-WES** DATE OPEN: **N/A**

DESCRIPTION:

Oak Hollow Raw Water Generator Transformers – 1500 kVA Three Phase Pad Mount

PURPOSE:

The Public Services Department is in the process of installing generators at the Oak Hollow Raw Water pump station. For this project, Electric must procure two pad mounted transformers for the project site. These are non-standard units, so one unit is being purchased as a primary unit, with the second unit being purchased as a back-up. The lead time is 48 weeks for these units.

COMMENTS:

The Electric Department is procuring materials to be used on the Oak Hollow Raw Water Generator installation. For this purchase, the warehouse division of the Finance Department is utilizing our Sourcewell contract. There are 2 total transformers being encumbered under this quote. These units' are large industrial 1500kVA three phase pad mounted transformers (4160V).

RECOMMEND AWARD TO: **Wesco Distribution, Inc.** AMOUNT: **\$161,824**

JUSTIFICATION:

Transformers for Public Services project.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182			\$161,824.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier Date: 2024.10.29 16:12:16 -04'00' DATE: **October 29, 2024**

The Purchasing Division concurs with recommendation submitted by the **Electric Department** and recommends award to the lowest responsible, responsive bidder **Wesco Distribution, Inc.** in the amount of **\$161,824**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.10.31 12:14:43 -04'00' DATE: **10/31/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.10.31 13:09:40 -04'00' DATE: **10/31/24**

CITY MANAGER: DATE:
(For City Council Approval Only)



City of High Point

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Title: Consideration of a Sole Source Contract with North State Resurfacing
City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: North State Resurfacing - Oak Hollow Tennis Center

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract with North State Resurfacing	
FROM: Lee Tillery, Director – Parks & Recreation	MEETING DATE: November 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Proposal – North State Resurfacing North State Sole Source Letter Sole Source Justification Form	

PURPOSE: Sole Source Contract with North State Resurfacing for outdoor court repair at Oak Hollow Tennis Center. Work includes the resurfacing of the two outdoor hardcourt tennis courts.

BACKGROUND: The need for resurfacing or replacement of outdoor courts in our Parks & Recreation infrastructure is prevalent due to the age of many of these amenities. We have addressed these similar types of deferred maintenance issues in many parks over the last several years. The two outdoor courts at Oak Hollow Tennis are adjacent to the eight clay courts and provide opportunity for year-round play. The courts are in disrepair and this work will address the playability concerns along with providing improved accessibility.

A prevalent maintenance issue we see with our aging outdoor courts is unstable underlying surface and materials that leads to surface expansion and cracking. The proprietary method that North State employs is a method that addresses existing cracks by applying acrylic binders that create mechanical reinforcement to prevent future cracks from forming. This method is called the Polypave Court Shield System, and we have utilized this same system in five different locations here over the last five years. Those locations include Washington Terrace, Cedrow and Goldston Park basketball courts, along with the Pickleball courts at Armstrong Park and Allen Jay Recreation Center. The results have been great and this type of system is working well in all these locations.

BUDGET IMPACT: Project cost is \$35,941 and funds are budgeted in the Parks & Recreation Capital Improvement Plan.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents.



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

City of High Point/ Eugene Coleman
Phone: 336-883-3312

1301 Brentwood Street
High Point, NC 27260

Job Address:
3401 N. Centennial St.
High Point, NC 27260

Print Date: 10-30-2024

Proposal for J. Brooks Reitzel Tennis Center

www.northstateresurfacing.com

NC License#: 73842 | VA License#: 2705157542

Thank you for considering North State Resurfacing for your project. Since 1990, we have specialized in the construction and resurfacing of tennis courts, basketball courts, pickleball courts, and a wide variety of multi-use recreational surfaces.

At North State Resurfacing, customer satisfaction is our top priority. Our commitment to using superior materials, delivering quality workmanship, and paying attention to detail has earned us an outstanding reputation among our clients. We are proud to be an authorized distributor and applicator of Laykold, the official surface of the US Open, and Nova Sports USA, known for the world's best all-weather sports surfaces. Additionally, we are the exclusive developer and installer of the North State Polyester System, an innovative and guaranteed process for repairing cracks.

As a fully licensed, bonded, and insured company, we have the experience and technical expertise to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

AUTHORIZED INSTALLERS OF:



The surfacing of two (2) tennis courts at 108' x 120'

Mobilization

Items	Description
Mobilization	Includes travel, setup, rentals, and labor.

Surface Preparation

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Pressure Washing	Pressure wash court surface as needed
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with an herbicide.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Price includes one (1) application of patch material.
Patch Work	Patch any structural cracks, dings, etc. in the asphalt surface using an acrylic patching material.

Preventative Crack Repair

Items	Description
2120 - Polypave Court Shield	Apply Polypave Court Shield to the entire surface of two (2) existing tennis courts. Polypave is designed to create a strong mechanical reinforcement and bond on the new asphalt layer. This application significantly reduces the likelihood of deficiencies in the asphalt, which are common causes of spiderweb cracking. The use of Polypave Court Shield will enhance the durability and appearance of the court surfaces, ensuring a longer lifespan and a more consistent playing experience. Expansion Joints are not covered with any repair fabrics.

Surfacing

Items	Description
Acrylic Resurfacer	Apply two (2) coats of Laykold, sand-filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
Color Coats	Apply two (2) coats of Laykold, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

Playing Lines

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp/sharp line edge.
Tennis Lines	Layout, tape and hand paint 2" wide playing lines using Novatex, textured acrylic white line paint (or equivalent). Dimensions of the playing lines are to conform to USTA specifications.

Completion

Items	Description
Refurbish Net Post	Clean net posts of all rust, then spray paint using RUSTOLEUM rust preventative paint.
Install New Putterman Tennis Net	Provide and install two Putterman Tennis Court Nets.
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Options

All options are additions to the TOTAL PRICE

Items	Description
Pickleball Lines	Layout, tape and hand paint 2" wide pickleball lines using Novatex, textured acrylic line paint (or equivalent). Dimensions of the playing lines will be provided in the attached drawing. ADD: \$350.00 Per Court

Total Price: \$35,941.00

Proposal Terms and Conditions:

1. Validity of Proposal:

This proposal is valid for 30 days from the date issued and may be withdrawn if not accepted within this period.

2. Owner's Responsibilities:

- The Owner shall provide potable water and electricity within 200 feet of the courts.
- Suitable access to the courts, including an area for washing equipment, must be provided.
- The Owner is responsible for re-seeding grass and replacing any shrubbery that may be disturbed during the project.
- The Owner shall provide a suitable area for storing materials such as fencing and electrical components.
- The Owner shall carry Fire, Tornado, and any other pertinent insurance.

3. Weather Limitations:

- Air and surface temperatures must be 50 degrees F and rising.
- Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- Installation cannot be performed if the surface temperature is above 140 degrees F.

4. Surface and Material Limitations:

- North State Resurfacing cannot guarantee that cracks won't reappear unless a guaranteed crack repair system is accepted. Crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface; this is considered normal and not a

defect.

- Standing water (birdbaths) may only be minimized due to possible inadequate slope or drainage. Only one attempt will be made to correct this issue at the contracted price.
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by growth under or within the asphalt surface, such as roots or fungus, are not guaranteed.
- Excessive moisture under the court surface may negatively affect our surface materials, including seeping water, degradation of asphalt, dead spots, and/or bubbles. North State Resurfacing is not responsible for these conditions. Consulting a Geotechnical Engineer may be recommended if these issues exist.

5. Birdbaths/Depressions Disclaimer:

- **Scope of Work:** North State Resurfacing will focus on improving water drainage and surface levelness. However, this item specifically excludes addressing major depressions or damages indicative of significant paving errors.
- **Definition of Major Depressions:** Major depressions are defined as any depression deeper than 1/8 of an inch or spanning a diameter or length greater than 5 feet. These issues fall outside the scope of typical wear-and-tear maintenance.
- **Responsibility for Major Depressions:** Issues fitting the criteria above should be addressed by the contractor responsible for the initial paving. North State Resurfacing is not liable for rectifying extensive surface issues resulting from initial paving or construction errors. These cases should be directed to the initial paving contractor under their warranty or service agreement.
- **Limitations of Repair:** Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction. North State Resurfacing cannot guarantee the complete elimination of standing water in affected areas.
- **Client Responsibilities:** Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

6. Exclusions:

Layout, traffic control, permits, testing, and inspection are not included unless specifically noted above.

7. Access and Property Damage:

North State Resurfacing is not responsible for any damages to property associated with accessing the courts, such as curbs, gutters, walkways, etc.

8. Underground Utilities Disclaimer:

North State Resurfacing shall not be held liable for any consequences resulting from damage to underground utilities or objects not adequately located by the property owner and/or the governing local underground locating service.

9. Rock Boring Exclusion:

The contract price does not include boring through any rock. North State Resurfacing is willing to perform such work upon mutual agreement and the signing of a written change order.

10. Mobilization:

One (1) mobilization is included. Each additional mobilization will incur a charge of \$3,000.00.

11. Payment Terms:

- Individual billings will be issued as work progresses. A deposit may be requested for materials.
- Unpaid balances are subject to finance charges of 1.5% per month (18% per annum). Credit verification may be required.
- Terms: Net 30 days.
- If collection efforts or legal action become necessary to enforce this agreement, North State Resurfacing shall be entitled to recover all costs and attorneys' fees, which will be added to the amount due under this Proposal/Contract.

12. Alterations and Deviations:

Any alteration or deviation from the above specifications involving extra costs will only be executed upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

13. Insurance Coverage:

North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.

14. Color Selection:

Color will be as desired from the color chart. Please view selections at: [Biggest Color in Tennis — Laykold - Official Surface of the US Open](#) and [Color Selector | Nova Sports U.S.A.](#)

15. Guarantee:

- One (1) year against defective materials and labor unless otherwise noted.
- **This service includes a 1-year warranty against the reappearance of treated cracks, except within 2 feet of the fencing. Please refer to the exclusions or warnings in Section 4 for further details on crack repairs.**

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

North State Resurfacing, Co.
Post Office Box 387
Wendell, NC 27591
Office: (919) 365-7500
www.northstateresurfacing.com
NCGCL#: 73842 VACL #2705157542
www.polypavecourtshield.com



3-15-2024
Tennis Court Construction
Resurfacing and Repair
Pavement Games
Accessories

The Polypave Court Shield System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surface.

***Abstract:** The purpose of this invention is to prevent the formation of cracks or the reappearance of cracks in asphalt and concrete sport surfaces such as tennis, pickleball and basketball. This method involves the application of a soft polyester fabric (Fortress 97423) to the entire court surface using a mixture of acrylic binders. Following the established method of this invention, will create a mechanical reinforcement of the paved surface which will prevent cracks from forming.

***Description:**

Background

All asphalt and concrete surfaces will eventually develop cracks. Cracks usually form due to expansion rate differences of the pavement and underlying materials. It is generally accepted that new asphalt and concrete surfaces will develop some form of cracking at which point a variety of repair methods are usually installed in an attempt to prevent the crack from reappearing and/or propagating.

There has been some success in preventing cracks from forming in concrete surfaces using post tensioning or pre-stressed concrete. Steel cables form a mechanical reinforcement within the concrete slab, limiting the amount of expansion thus preventing significant cracks from forming. The method of the invention for which I will describe is similar to post-tensioned concrete in that it too provides a mechanical reinforcement of the court surface.

Over the years there have been other types of fabrics used to reinforce the court surface such as a fiberglass membrane, coated with an oxidized binder (Fortress 9100). The general idea for using the fiberglass is the same as using the soft polyester, however, the soft polyester is far superior in tear strength and elongation to break tests. The soft polyester not only absorbs the movement of the pavement but seems to strengthen the entire surface.

This invention involves installing the soft polyester to the entire surface of the pavement only and not to isolated areas.

There are many crack repair methods on the market today for repairing cracks in existing asphalt and concrete recreational surfaces. The majority of these products create some form of barrier between the old and new surface, absorbing the expansion and contraction of the underlying crack. The materials used in this type of repair are not adhered directly to the existing surface except along the edges of the materials used for the repair. This allows movement underneath the fabric and transfers the stress to the edges of the repair. These types of repairs generally work well in preventing the existing crack underneath the repair fabric from reappearing. However, new cracks usually form along the edges of the repair fabric as these areas are where the stress is focused on. Additionally, this type of repair does not address the entire surface of the recreational court and is only installed in isolated areas.

Installing the Polypave Court Shield over the entire surface of the asphalt or concrete is what differentiates this invention from other types of crack repair systems. Treating the entire area as one unit provides continuity of the paved surface and eliminates the possibility of new cracks forming which is inherent with all other crack repair inventions.

While this invention works well on existing asphalt and concrete surfaces, ideally the process is most beneficial if installed on new surfaces.

Originally, the soft polyester was manufactured to be used as a roofing product. Determining the best way to install the polyester on a paved surface proved to be the most difficult part of this invention as there was not an established method for this type of application. Eventually, the right combination of acrylic binders was found that would provide ease of application and withstand the test of time without de-laminating from the paved surface.

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)

Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

The North State Polyester System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surface. We have utilized this system previously and have been impressed with the durability and effectiveness of this product.

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 Lee Tillery
Date: 2024.10.30 11:39:10 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.10.31 11:59:02 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.10.31 12:10:43 -04'00'

City Council (\$30,000 – Up)

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219





City of High Point

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

Master

File Number: 2024-429

File ID: 2024-429

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 11/01/2024

File Name:

Final Action:

Title: Consideration of a Contract with Triad Road Maintenance Company, Inc.
City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line stripping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Triad Road Maintenance Company, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Triad Road Maintenance Company Inc.	
FROM: Greg Venable, Transportation Director	MEETING DATE: November 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: September 24, 2024 Purchasing BID # 2008-102424
ATTACHMENTS: Bid submittal By Triad Road Maintenance Company Inc. Bid Recommendation Form	

PURPOSE: Award a contract to a Triad Road Maintenance Company Inc. to perform long line striping and thermoplastic pavement marking on High Point maintained city streets.

BACKGROUND: The Signs and Marking Division in the Transportation Department is responsible for new installation and replacement of long line striping and thermoplastic pavement markings on city maintained public streets. Triad Road Maintenance Company Inc. holds the current contract and was the lone contractor to submit a bid during the informal bid process. The contract will be for three years with two one year extensions. The contract price is \$64,226.00 per year with a three year total of \$192,678.00. The amount submitted for this contract is only slightly higher that what was approved in 2019.

BUDGET IMPACT: Funds are included the 2024-25 Budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line striping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents.

INVITATION TO BID
INFORMAL BID

BID # 2008-102424
Thermoplastic Pavement Marking/Striping Services

City of High Point
Purchasing/Warehouse Division
816 E Green Drive
High Point, NC 27260
Phone: 336-883-3222 Fax: 336-883-3248
Candy Harmon, Purchasing Manager

FORMAL BID NUMBER: 2008-102424

DATE: September 24, 2024

**BIDS DUE NO LATER THAN:
Thursday, October 24, 2024
By 2:00 PM**

BUYER: Candy Harmon

candy.harmon@highpointnc.gov

TELEPHONE: (336) 883-3222

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

City of High Point
Transportation Division
211 S Hamilton Street
High Point, NC 27261

Bidder Information Form

"This contract will be considered invalid if this page is not completed in full."

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

<u>TRIAD ROAD MAINTENANCE CO INC.</u>		
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		
<u>225 Sims Rd.</u>		
Principal Office Address (Per Secretary of State)		
<u>KEIDSVILLE NC 27320</u>	<u>triadroad@gmail.com</u>	<u>336-342-9946</u>
City, State & Zip	Email Address	Telephone Number
<u>56-2113289</u>		
Federal Tax ID #/Social Security #		General Contractor License # (if applicable)
<u>KATHY BOULDAWASH, PRESIDENT</u>		<u>Kathy Boudawash</u>
Print Name & Title of Person Signing on Behalf of Vendor		Vendor's Authorized Signature
* By signing above the vendor acknowledges that terms and conditions 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 and return it with additional bid documents on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261) and 816 East Green Drive., High Point, NC 27260.

QUESTIONS

All questions regarding this bid should be submitted in writing to Candy Harmon at candy.harmon@highpointnc.gov by **12:00 pm on October 3, 2024**.

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 the 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 your bid may be considered non-responsive. Bids may be emailed to candy.harmon@highpointnc.gov prior to the Bid opening date and time.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
Candy Harmon, Purchasing Manager Bid #2008-102424 City of High Point PO Box 230 High Point, NC 27261	Candy Harmon, Purchasing Manager Bid #2008-102424 City of High Point Warehouse/Purchasing 816 E Green Drive High Point, NC 27260

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 Thermoplastic Pavement Marking/Striping Services for the Transportation Division.

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.

VENDOR REGISTRATION: In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website
<https://lfdmz.highpointnc.gov/Forms/VendorApplication>

NC SECRETARY of STATE REGISTRATION: If your company is organized (i.e. incorporation, LLC, etc.) and you are the SUCCESSFUL bidder, registered with the [NC Secretary of State](https://www.sosnc.gov/divisions/business_registration),
https://www.sosnc.gov/divisions/business_registration

SPECIFICATIONS

Bid 2008-102424

Thermoplastic Pavement Marking/Striping Services

GENERAL DESCRIPTION

This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point. All work and materials shall meet the requirements of the Contract and these Special Provisions thereof, the applicable standards and specifications of the City of High Point, the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* and *Roadway Standard Drawings* (January 2024), and the current *Manual of Uniform Traffic Control Devices* (MUTCD), published by the Federal Highway Administration.

TERM OF CONTRACT

The term of the contract will be for a three-year period beginning November 1, 2024, and ending October 31, 2027. The contract may be extended by mutual agreement between the City and the Contractor for up to two additional one-year periods thereafter (without adjustments to unit prices). The City reserves the right to terminate this Contract at any time.

QUANTITY

200,000 linear feet of single 4" painted pavement marking lines. Thermoplastic Pavement Markings per estimates on Proposal Form. The quantities indicated herein are estimates only. It shall be understood and agreed that the City may purchase more or less than the estimated quantities during the contract period. The City shall not be obligated to purchase in excess of its normal requirements.

LIABILITY INSURANCE

The Contractor shall be required to show proof of insurance for General Liability and Workmen's Compensation as shown in the attached Instructions to Bidders. Insurance shall be obtained from an insurance company duly authorized to do business in North Carolina. A Certificate of Insurance must be provided prior beginning work.

REFERENCES

Only bids from companies established in performing this type of service and qualified to handle accounts of this size will be considered. Prior to award, the City of High Point reserves the right to investigate a bidder's ability to fulfill the requirements of the Contract.

AWARD CRITERIA

As provided by Statute, the award will be based on the lowest responsive and responsible bid received by the City of High Point, and in conformance with the intent of specifications, terms and conditions state herein and included by reference.

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

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Transportation Director of the High Point Department of Transportation acting directly or through his duly authorized representatives (HPDOT Signs & Markings Maintenance Staff).

The Engineer will decide all questions which may arise as to the quality and acceptability of the work performed, the interpretation of the Contract and project specifications and special provisions, whether stated explicitly or by reference, and to the fulfillment of the Contract on the part of the Contractor. Decisions rendered shall be the final and he shall have authority to enforce and make effective such decisions and orders on behalf of the City.

SUPERVISION BY CONTRACTOR

At all times during the project the Contractor shall provide a competent employee who shall have authority and responsibility for the project. This person must be able to direct and manage other employees and make decisions on the Contractor's behalf.

CONTRACT TIME, NOTIFICATION AND LIQUIDATED DAMAGES

The Contractor will have ten (10) days from the date of notification to complete each set of markings identified and requested by the City. Notification may be sent via electronic mail, facsimile, U.S. Mail, or hand delivery. No extensions will be authorized except by the Engineer.

Liquidated damages for work not completed by the contract expiration date shall be Five Hundred Dollars (\$500.00) per calendar day.

CLAIMS FOR ADDITIONAL COMPENSATION OR TIME EXTENSIONS

A claim for additional compensation and/or time extensions must be submitted in writing to the Engineer. Compensation for work and materials outside of this scope of services will not be considered. Requests for time extensions must be supported by valid reasons for unavoidable delays incurred by the Contractor.

No changes to the terms and conditions of this Contract will be made if an extension is granted. The Engineer will notify the Contractor in writing regarding acceptance or rejection of an extension.

WORKING CONDITIONS

Work is restricted to daylight hours, and the Engineer must be notified and approve of any weekend work at least one (1) week (5 business days) in advance. Work shall only be performed when weather and visibility conditions are conducive to the successful placement markings and safe construction practices.

DAMAGES

The Contractor is responsible for repairing all damages his organization causes to any City and/or State property during the performance of the Contract.

The Contractor will ensure that any area disrupted by construction is cleaned, leveled and re-seeded in compliance with City specifications. The Contractor shall avoid driving across or parking on sidewalks, grass or other non-vehicular areas. Where vehicular access cannot be avoided, the Contractor shall be responsible for repairing these areas to the City's satisfaction.

Access to private properties (outside the public rights-of-way) is prohibited without a written authorization from the owner that releases the City of liability for damages or injuries.

SITE CLEANUP

The Contractor is responsible for properly disposing of all debris and waste associated with the work. All trash, packing materials and other construction debris on each site shall be stored in a container belonging to the Contractor and removed daily.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and service providers, and to determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 72 hours prior to the commencement of operations. The Contractor will notify utility owners in the event of damage and will be responsible for all repairs.

SITE INSPECTIONS

The Contractor shall perform an inspection of each intersection prior to beginning work and shall notify the Engineer in writing of any observable existing pavement conditions that could adversely affect installation and the service thereof. The City will inspect each site identified by the Contractor and advise of either 1) a schedule to facilitate repairs; or 2) removal of the location from the project list.

WORK ZONE SAFETY AND TRAFFIC CONTROL

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) at all times while on the project.

The Contractor shall maintain traffic during construction and shall provide, install, and maintain all work zone traffic control devices, including but not limited to advance signing, barrels, cones, arrow boards, and flagmen, in accordance with project guidelines, the project Special Provisions, NCDOT's 2024 edition of *Standard Specifications for Roads and Structures* and *Standard Roadway Drawings*, and the MUTCD. The Contractor shall be responsible for the proper use of traffic control devices during all operations. All traffic control devices required for an operation shall be functional and in place prior to the commencement of the operation.

The Contractor is required to leave each job site in a manner that will be safe for use by the traveling public. During periods of inactivity, signing and lane closure devices shall be removed from the roadway/intersection so as not to impede the flow of traffic.

Work hour time restrictions shall apply to all locations. The Contractor shall not close any lane of traffic between the hours of 7:00 am and 9:00 am or between the hours of 4:00 pm and 6:00 pm. No work is to be performed on official city or state holidays without the consent of the Engineer.

In addition, unless specifically authorized by the Engineer, no work is to be performed during the International Home Furnishings Markets, which occur each Spring and Fall. Successful Contractor will be provided with restricted dates associated with the IHFM through the term of this contract (including extension).

Due to the dynamic nature of the Market industry, these dates are subject to change. The City will advise the Contractor of any changes no less than thirty (30) days prior to each event.

The Contractor shall secure a "blanket" permit for lane closures from the High Point Department of Transportation (HPDOT) prior to beginning work. The application for this permit will include an attachment listing the intersections where work is to be performed, the affected approaches, and a schedule of when the work is to take place. The Contractor is responsible for updating this schedule and advising HPDOT of significant changes thereto. The permit shall be valid for a period not to exceed sixty (60) days but is renewable with satisfactory performance. Permit fees will be waived; however, failure to comply with any of the requirements associated with the permit, including the terms of this Contract relative to work zone traffic control, may result in a fine of \$100.00 per hour of noncompliance.

Traffic control on state roads is subject to review and approval by NCDOT.

Work zone traffic control costs shall be included as part of the unit cost to install TPM. No separate payment on compensation will be made for traffic control.

CONTRACTOR FURNISHED MATERIAL

The Contractor shall furnish, store, deliver, and install all materials necessary to successfully complete the requirements of this Contract. All material and equipment furnished by the Contractor shall be new, and shall meet or exceed the requirements described in NCDOT's *Standard Specifications for Road and Structures* (January 2024), unless modified by the City. Upon request by the City, the Contractor shall provide cut sheets for materials furnished.

PAVEMENT MARKINGS

The Contractor shall install long line pavement markings as required and in accordance with current NCDOT standards, specifications, guidelines, and procedures. All materials shall meet or exceed NCDOT requirements.

The City of High Point reserves the right to reject any material which does not meet these specifications or demonstrate satisfactory field performance.

BASIS FOR PAYMENT

This bid is for the quantity listed below in this Contract. The Contractor shall provide a unit cost for the quantity estimated by HPDOT.

Payment shall be made based on field measurement of items actually installed. Measurements shall be verified by the Engineer or a representative thereof prior to payment. The amount to be paid to the Contractor shall be the sum of such measurements multiplied by the unit cost for each item, as provided by the Contractor for the term of this Contract.

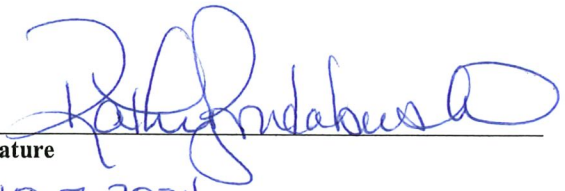
The bid prices submitted by the Contractor shall include all items incidental to the work, including mobilization and work zone traffic control. No separate or additional payments will be made for these items, or for labor, materials, or equipment used to complete the work.

Within the term of this contract, including any extension thereof, the City reserves the right to overrun the estimated quantities for each bid item by fifty (50) percent at the unit cost submitted by the Contractor.

ATTACHMENT A

PROPOSAL FORM Thermoplastic Pavement Marking/Striping Services BID # 2008-102424				
DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
<u>THERMOPLASTIC (4", 90 MILS)</u>				
WHITE EDGELINE	LF	200	0.75	150.00
<u>THERMOPLASTIC (4", 120 MILS)</u>				
10 FT WHITE SKIP	EA	500	3.00	1500.00
2 FT WHITE MINISKIP	EA	600	2.00	1200.00
WHITE SOLID LANE LINE	LF	3000	0.85	2550.00
YELLOW SINGLE CENTER	LF	1000	0.85	850.00
YELLOW DOUBLE CENTER	LF	3000	1.70	5100.00
<u>THERMOPLASTIC (8", 90 MILS)</u>				
WHITE CROSSWALK	LF	300	4.00	1200.00
<u>THERMOPLASTIC (12", 120 MILS)</u>				
WHITE CROSSWALK	LF	600	5.00	3000.00
<u>THERMOPLASTIC (24", 120 MILS)</u>				
WHITE STOPBAR	LF	400	8.50	3400.00
<u>THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)</u>				
ALPHANUMERIC CHARACTER	EA	1	150.00	150.00
<u>THERMOPLASTIC PAVEMENT MARKING SYMBOL (120 MILS)</u>				
LEFT TURN ARROW	EA	12	85.00	1020.00
RIGHT TURN ARROW	EA	12	85.00	1020.00
STRAIGHT ARROW	EA	20	85.00	1700.00
COMBO STRAIGHT/RIGHT	EA	8	99.00	792.00
COMBO STRAIGHT/LEFT	EA	6	99.00	594.00
<u>LONG LINE PAINT</u>				
4" PAINTED PAVEMENT MARKING LINES (SOLID & SKIPLINES)	LF	200,000	0.20	40,000.00
TOTAL BID				\$64,226.00

Unit price must be all inclusive, including shipping/delivery/fuel charges. No extra fuel charges are to be billed!

<u>TRIAD ROAD MAINTENANCE Co INC.</u>			<u></u>	
Company Name			Signature	
<u>REIDSVILLE NC 27320</u>			<u>10-7-2024</u>	
City	State	Zip	Date	
<u>triadroad@gmail.com</u>			<u>336-342-9946</u>	
E-mail			Telephone	Fax

ATTACHMENT B

References**Thermoplastic Pavement Marking/Striping Services**

1. Vendor Name: NCDOT-Div 9
Vendor Contact: Dusty Bard
Vendor Phone Number: 336-747-7800
Vendor Address: 375 Siles Creek Parkway Winston Salem, NC 27127
Type of Project: Paint & Thermo Contracts
Length of Project: 3 years each

2. Vendor Name: City of Greensboro
Vendor Contact: Chris Martin
Vendor Phone Number: 336-317-7956
Vendor Address: P.O. Box 3136 Greensboro, NC 27402
Type of Project: Thermo Install & Removal Contract
Length of Project: 3 years

3. Vendor Name: APAC-Atlantic, Inc
Vendor Contact: Luhe Graham
Vendor Phone Number: 336-767-3500
Vendor Address: P.O. Box 21088 Greensboro, NC 27420
Type of Project: City of Winston Resurfacing
Length of Project: 1 year

ATTACHMENT C

AFFIDAVIT-MINORITY PARTICIPATION

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 TO BE SUBMITTED WITH THE BID PROPOSAL)

Portion of the Work to be performed by Minority Firms

TRIAD ROAD MAINTENANCE CO INC. I do hereby certify that on the
(Name of Bidder)
THERMOPLASTIC PAVEMENT MARKING / STRIPING SERVICES
(Project Name)
 Project ID# 2008-102424 Amount of Bid \$ 64,226.00

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

Attach additional sheets if required

Name and Phone Number	Minority Category	HUB Certified (Y/N)	Work Description	Dollar Value
N/A				0

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

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: 10-7-24 Name of Authorized Officer: KATHY Boudabush
 Signature: Kathy Boudabush
 Title: PRESIDENT

ATTACHMENT D

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

I, KATHY Roudabush (the individual attesting below), being duly authorized by and on behalf ofTriad Road Maintenance Co 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 X

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 7 day of October, 2024

Signature of Affiant

Print or Type Name: KATHY RoudabushState of NORTH CAROLINA County of BrockinghamSigned and sworn to (or affirmed) before me, this the 7day of October, 2024.My Commission Expires: 11/24/2028

Notary Public

(Affix Official/Notarial Seal)

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

State of North
Carolina City of
High Point

KATTHY Boudabush, being first duly sworn, deposes and says that:

1. He/She is the PRESIDENT of TRIAD Road Maintenance Co Inc the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of High Point or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Katthy Boudabush
Signature of Proposer

10-7-2024
Date

Subscribed and sworn before
me, this 7 day of Oct, 2024

Brittany B Honey
Notary Public

Notary Public
My Commission Expires: 11/24/2028

(Seal)

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.**

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.

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

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.

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.

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.

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.

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 Amanda Garner 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

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.

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.



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("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 [SERVICE PROVIDER LEGAL NAME]¹, a(n) [STATE OF SERVICE PROVIDER'S INCORPORATION/ORGANIZATION] [SERVICE PROVIDER'S TYPE OF BUSINESS ENTITY]² ("Service Provider"). The City and Service Provider are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

WHEREAS, the City desires to engage Service Provider to provide the services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the "Services"); and

WHEREAS, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

SECTION I. ENGAGEMENT OF SERVICE PROVIDER

A. **Engagement.** Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.

B. **Independent Contractors.** The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, 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 Service Provider joint venturers, partners, or parties to similar relationships with each other.

SECTION II. PROVISION OF THE SERVICES

A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$[XXXXXXXX].

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services**.” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

A. Service Provider’s Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services’ completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delay, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider’s performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and Deliverables as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered "works made for hire" (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a "work made for hire", Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, "**Personnel**") to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such as its Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Deliverables. Upon the City's reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider's right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the City during Service Provider's provision of the Services.

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the "**Designated Representative**"). The Designated Representative's decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider's receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider's provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City's Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, system, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are otherwise provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement is for three (3) years with two (2) one year extensions will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider's invoices to the City for compensation for Services ("Invoices") shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City's receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City's concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City's receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City's audit or inspection at the City's office during the Term and for five (5) years from the date of final payment.

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Workers Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") 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, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(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.

3. This **Section VI** 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).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the "**Certificates of Insurance**").

B. Indemnification.

1. General Indemnification. Service Provider 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 claims against providers (collectively, "**Losses**") arising out of or resulting from:

(a) any injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification. Service Provider 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 Services (or related Deliverables) or the City's receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this **Section VI.B.2** 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 Service Provider; (b) use of

any Deliverables in combination with any materials or equipment not supplied to the City or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

SECTION VII. TERMINATION

A. Termination for Breach. This Agreement may be terminated by either Party upon notice to the other Party in the event of the other Party's material breach of this Agreement; provided that no termination for material breach may be effected unless the breaching Party fails to cure such breach within ten (10) calendar days following its receipt of notice of such breach from the non-breaching Party.

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue the Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider 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 the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider 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 Service Provider 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 Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider 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, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service

Provider's legal counsel, Service Provider 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 Service Provider 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, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. **No Debarment.** Service Provider represents and warrants to the City that Service Provider 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).

SECTION IX. MEETINGS

A. **General.** Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project with which the Services relate (the "**Project**") and for proper preparation of plans, documents, specifications, and special provisions.

B. **Status Updates.** Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties' regular meetings. Such additional meetings, if needed, shall be held at the City's office or at the Project site as appropriate.

SECTION X. MISCELLANEOUS

A. **Entire Agreement; Conflicting Provisions.** This Agreement, together with all Exhibits 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 Service Provider 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. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider's proposal for the Services, in

which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

B. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

C. 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.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. 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 the delivery of an original signed copy of this Agreement.

F. 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.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available

from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. 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.

I. 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.

J. Notices. All notices, requests, consent, 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) 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 X.J**):

If to the City

The City of Raleigh
Purchasing Department
P.O. Box 130
Raleigh, NC 27261

If to Service Provider:

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

K. Disclosure. Service Provider 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. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

L. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider’s continued performance of Services is requested by the City, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to suspend payments to cover damages allegedly caused by Service Provider’s breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

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

[SIGNATURES BEGIN ON THE NEXT PAGE]

BID RECOMMENDATION

DEPARTMENT: **Transportation**

COUNCIL AGENDA DATE: **November 18, 2024**

BID NO.: **2008-102424** CONTRACT NO.: DATE OPENED: **9/24/2024**

DESCRIPTION:

This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point.

PURPOSE:

The City Transportation Department does not have the equipment necessary to perform long line paint and thermoplastic pavement marking. This is necessary for the continued maintenance of striping on City Streets

COMMENTS:

This is for a three year contract with the option of two one-year extensions at \$64,226.00 per year. We budget \$74,900 per year for striping.

RECOMMEND AWARD TO: **Triad Road Maintenance Co Inc** AMOUNT: **\$192,678.00**

JUSTIFICATION:

Triad Road Maintenance Co Inc was the only company that submitted a bid through the informal bid process. They are our current contractor and have been under contract with us for several years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101612	527299			\$192,678.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Greg Venable** Digitally signed by Greg Venable
Date: 2024.10.24 16:21:34 -04'00' DATE: **10/24/2024**

The Purchasing Division concurs with recommendation submitted by the Transportation Department and recommends award to the lowest responsible, responsive bidder **Triad Road Maintenance Co** in the amount of \$ **192,678.00**.

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon
Date: 2024.10.31 11:51:06 -04'00' DATE: **10/31/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2024.10.31 12:09:49 -04'00' DATE: **10/31/24**

CITY MANAGER: DATE:
(For City Council Approval Only)



City of High Point

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

Master

File Number: 2024-409

File ID: 2024-409

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 10/14/2024

File Name:

Final Action:

Title: Consideration of Sale of City Owned Property - 1800 Wade Place; 707 Brentwood Street; and 917/919 Randolph Street
City Council is requested to adopt the resolutions accepting the three (3) offers and authorizing the sale of the following properties through the upset bid procedure of N.C.G.S. §160A-269.

Notes:

Sponsors:

Enactment Date:

Attachments: Sale of City Owned Properties

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	10/17/2024	removed				

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Sale of City Owned Property – 1800 Wade Place, 707 Brentwood Street, 917/919 Randolph Street	
FROM: City Attorney's Office	MEETING DATE: November 18, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolutions	

PURPOSE: For Council to authorize the sale of City owned properties in accordance with North Carolina General Statute ("N.C.G.S.") § 160A-269.

BACKGROUND: The City has received the following offers to purchase City owned properties:

Offeror	Property Address	Guilford County REID	Acreage	Current Use	Offer Amount
Jankiben Shah	1800 Wade Place	184150	.24 acre	Vacant lot	\$16,000.00
Jankiben Shah	707 Brentwood Street	184137	.23 acre	Vacant lot	\$15,100.00
Rashid Khan	917 919 Randolph Street	174126	.16 acre	Vacant lot	\$8,000.00

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: Council is requested to adopt the resolutions accepting the three (3) offers described above and authorizing the sale of the properties through the upset bid procedure of N.C.G.S. §160A-269.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (“City”) owns certain real property, more particularly described as 1800 Wade Place, Guilford County REID 175456, consisting of approximately 10,454 square feet or 0.24 acre in size (the “Property”);

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of sixteen thousand dollars (\$16,000.00), submitted by Jankiben Shah; and

WHEREAS, Jankiben Shah has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer, using the form provided by the City, to City Clerk’s Office within 10 (ten) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator 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.

Section 4. If a qualifying higher bid is received, the City Clerk or her designee shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day 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.

Section 5. A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing

offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 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 the form of a cashier's check or money order made payable to the City of High Point. 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 return the deposit of the final high bidder at closing.

Section 7. 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 with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 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 Property to Jankiben Shah.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 18th day of November, 2024.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (“City”) owns certain real property, more particularly described as 707 Brentwood Street, Guilford County REID 184137, consisting of approximately 10,018 square feet or 0.23 acre in size (the “Property”);

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of fifteen thousand one hundred dollars (\$15,100.00), submitted by Jankiben Shah; and

WHEREAS, Jankiben Shah has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer, using the form provided by the City, to City Clerk’s Office within 10 (ten) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator 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.

Section 4. If a qualifying higher bid is received, the City Clerk or her designee shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day 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.

Section 5. A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 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 the form of a cashier's check or money order made payable to the City of High Point. 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 return the deposit of the final high bidder at closing.

Section 7. 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 with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 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 Property to Jankiben Shah.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 18th day of November, 2024.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (“City”) owns certain real property, more particularly described as 917 919 Randolph Street, Guilford County REID 174126, consisting of approximately 6,969 square feet or 0.16 acre in size (the “Property”);

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of eight thousand dollars (\$8,000.00), submitted by Rashid Khan; and

WHEREAS, Rashid Khan has paid the required five percent (5%) deposit on the offer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

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offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 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 the form of a cashier's check or money order made payable to the City of High Point. 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 return the deposit of the final high bidder at closing.

Section 7. 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 with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 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 Property to Rashid Khan.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 18th day of November, 2024.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-433

File ID: 2024-433

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 11/06/2024

File Name:

Final Action:

Title: Information Regarding Proposed Changes to the Annual Non-Profit Organization Application and Funding Process
Staff will present proposed changes to the annual non-profit organization application funding process.

Notes:

Sponsors:

Enactment Date:

Attachments: Proposed Changes to Non-Profit Process

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Proposed Changes to Annual Non-Profit Organization Application and Funding Process	
FROM: Stephen Hawryluk, Budget and Performance Director	MEETING DATE: November 12, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Evaluation Criteria Presentation	

PURPOSE: To present proposed changes to the annual non-profit organization application and funding process.

BACKGROUND: In August 2024, City staff presented a proposed set of evaluation criteria that could utilized during the review of applications for annual non-profit organization funding.

Staff have since reviewed the current non-profit organization application and funding process and will be presenting proposed changes to the process to be implemented with the next process.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: No official action requested. This item is for information purposes only.

CITY OF HIGH POINT ANNUAL NON-PROFIT APPLICATION SCORING CRITERIA

Scoring will be on a scale of 1 to 5 with a maximum total score of 30. Each criterion of the six criteria is weighted equally. Recommended projects and funding amounts will be based on project scores as well as balance within the overall portfolio, taking factors into consideration such as project focus and population served.

Proposal Evaluation Criterion	Incomplete 1 Point	Insufficient 2 Points	Adequate 3 Points	Good 4 Points	Excellent 5 Points
1 Project Need: Project meets an essential community need and aligns with the City's strategic plan.	Little to no information regarding the importance of the project to the community at large and does not align with the City's strategic plan.	Presents limited information about the need for this project and has weak alignment to the City's strategic plan.	Presents basic information demonstrating community need and alignment to strategic plan.	Presents qualitative/quantitative justification for levels of community need and aligns to the strategic plan.	Presents significant need with a compelling argument and multiple qualitative/quantitative data points for justification. Project aligns with City Council's strategic priorities.
2 Project Plan: Project includes clear, reasonable actions that are likely to meet the need.	Project explanation is unclear and lacks mention of a specific goal or how the project will work.	Project is not thoroughly or clearly explained or is missing key information about implementation.	Project structure is clear and is aligned with the goals of the grant funds, but is missing details about delivery process, activities, and/or milestones.	Project structure is clear, including delivery process and implementation plans, and is aligned with the goals of the grant funds.	Project is very well designed with specific activities and milestones, based on proven delivery process(es) and model(s), includes implementation steps, and is well aligned with the goals of the grant funds.

Proposal Evaluation Criterion	Incomplete 1 Point	Insufficient 2 Points	Adequate 3 Points	Good 4 Points	Excellent 5 Points
3 Demographics: Project's target population are City residents and service/program location within the City.	Project does not serve City residents and is not provided within the City.	Project's target population consists of less than 50% City residents.	Project's target population is 50-70% City residents.	Project's target population is 70-90% City residents.	Project's target population is greater than 90% City residents and service is provided within the City.
4 Capacity: Ability to complete the proposed project as characterized by the alignment of the organization's mission.	Organization does not appear to have the structure, capability, or partnerships needed to complete the project or the project does not align with the mission.	Organization has not sufficiently demonstrated the structure, capability, or partnerships needed to complete the project.	Proposed project scope and scale appears to be reasonably within organizational capacity to complete.	Organization demonstrates the structure, capability, and/or partnerships needed to complete the project.	Organization strongly demonstrates the structure, capability, and/or partnerships need to complete the project.
5 Budget: Includes a clear, reasonable, and efficient budget for the project.	Project budget is incomplete, unrealistic, and/or expenditures and revenues do not align.	Budget lacks sufficient detail, is unclear, or includes items that do not seem reasonable.	Budget appears complete, clear, and realistic, however, there are questions on some items.	Budget is complete with explanatory notes, clear, reasonable, and matched to the community need and project plan.	Budget is complete with explanatory notes, clear, detailed, realistic, comprehensive, efficient, and clearly aligned with the project plan.
6 Results: Project includes quantifiable results and plan for measuring success.	Little to no description of results or ways to measure performance of the project.	Descriptions of what will be achieved by the project is unclear and/or lacks explanation about performance measurements.	Proposed results are adequately described, aligned to the goals of the grant and project plan, but more information is needed about performance measurement.	Proposed results are well described, aligned to the goals of the grant and project plan, and there is a clear plan for measuring the project.	Proposed results are clearly described and likely to have a high impact in alignment with goals of the grant funds, including specific measures and methods for effectively measuring results of the project.

PROPOSED CHANGES TO ANNUAL NON- PROFIT APPLICATION AND FUNDING PROCESS

Stephen M. Hawryluk
Budget and Performance Director





NON-PROFIT APPLICATION PROCESS



Timeline



Public Purpose



Application and Materials



Amount Requested/Allocated



Application Review



TIMELINE

Current Process

- Opens in January
- Applications due in February (5+ weeks to complete)
- Materials to Finance Committee members in March

Proposed Changes

- Shorten application window by one week (approximately 4 weeks to complete)



PUBLIC PURPOSE

Current Process

- Public purpose mentioned in guidelines and application
- Applications reviewed after funds awarded

Proposed Changes

- Emphasize public purpose requirements (guidelines, application, technical workshop)
- City Attorney to present during technical workshop
- Budget and Evaluation staff to review whether applications meet public purpose
 - Red flags sent back to organizations for modification



APPLICATION AND MATERIALS

Current Process and Requirements

- Online application via City website
- Board of Directors
- IRS 501(c)3 Non-Profit Status Certification Letter
- Annual audit or Board approved financial statements
- Technical Workshop after application period opens

Proposed Changes

- None

AMOUNT REQUESTED/ALLOCATED

Current Process and Requirements

- No limitations to requests
- Funding is 1/3 of one penny of the property tax rate

Proposed Changes

- Requests cannot exceed 15% of the funding available (15% of 1/3 of a penny)
- FY 2025-26 would be \$68,123

Fiscal Year	1/3 of penny (previous FY)	15% of 1/3 of penny	Applications	Above 15% Threshold
2022	\$ 332,188	\$ 49,828.20	20	5
2023	\$ 337,438	\$ 50,615.70	24	4
2024	\$ 425,160	\$ 63,774.00	28	5
2025	\$ 447,401	\$ 67,110.15	59	7
2026	\$ 454,155	\$ 68,123.25		

- Requests cannot exceed 25% of an organization's total budget
- Funding is limited to 3 years for a project/program



APPLICATION REVIEW

Current Process

- Materials compiled by Budget and Evaluation, sent to Finance Committee members
- Finance Committee members review applications

Proposed Changes

- Budget and Evaluation staff review submissions for required materials and public purpose
- Application and materials forwarded to Finance Committee members for review and funding recommendations



QUESTIONS?